

SERFF Tracking Number:	STCI-125786234	State:	Arkansas
Filing Company:	Star Casualty	State Tracking Number:	#178282 \$50
Company Tracking Number:	200809		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	auto		
Project Name/Number:	Form/1		

Filing at a Glance

Company: Star Casualty	SERFF Tr Num: STCI-125786234	State: Arkansas
Product Name: auto	SERFF Status: Closed	State Tr Num: #178282 \$50
TOI: 19.0 Personal Auto	Co Tr Num: 200809	State Status: Fees verified and received
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Filing Type: Form	Author: Matthew Miller	Disposition Date: 09/22/2008
	Date Submitted: 08/29/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 09/29/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Form	Status of Filing in Domicile: Authorized
Project Number: 1	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 09/22/2008	
State Status Changed: 09/22/2008	Deemer Date:
Corresponding Filing Tracking Number: SCIC-AR-20080829	
Filing Description:	
Form	

Company and Contact

Filing Contact Information

Matthew Miller, Asst. Product Manager	mmiller@starcasualty.com
5539 SW 8th St	(305) 398-4730 [Phone]

SERFF Tracking Number: STCI-125786234

State: Arkansas

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State Tracking Number: #178282 \$50

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TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: auto

Project Name/Number: Form/1

Coral Gables, FL 33134

Filing Company Information

Star Casualty

CoCode: 32387

State of Domicile: Florida

5539 SW 8th St

Group Code:

Company Type: P & C

Coral Gables , FL 33134

Group Name:

State ID Number:

(305) 398-4730 ext. [Phone]

FEIN Number: 65-0071432

SERFF Tracking Number: *STCI-125786234*

State: *Arkansas*

Filing Company: *Star Casualty*

State Tracking Number: *#178282 \$50*

Company Tracking Number: *200809*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *auto*

Project Name/Number: *Form/1*

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

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TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/22/2008	09/22/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	09/09/2008	09/09/2008	Matthew Miller	09/16/2008	09/16/2008
Pending Industry Response	Alexa Grissom	09/08/2008	09/08/2008	Matthew Miller	09/16/2008	09/16/2008
Pending Industry Response	Alexa Grissom	09/02/2008	09/02/2008	Matthew Miller	09/03/2008	09/03/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Policy Jacket	Form	Matthew Miller	09/18/2008	09/18/2008

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Company Tracking Number: *200809*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *auto*

Project Name/Number: *Form/1*

Disposition

Disposition Date: 09/22/2008

Effective Date (New): 09/29/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Project Name/Number:	Form/1		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Additional Equipment Endorsement	Approved	Yes
Form	Agency Payment Receipt	Approved	Yes
Form	Fax Premium Transmittal Form	Approved	Yes
Form	Medical Certification	Approved	Yes
Form	Vehicle Inspection Report	Approved	Yes
Form	PPA Endorsement	Approved	Yes
Form (revised)	Automobile Insurance Application	Approved	Yes
Form	Automobile Insurance Application	Approved	Yes
Form	Automated Debit Authorization(Agent)	Approved	Yes
Form	EFT Application	Approved	Yes
Form	Automated Credit Authorization	Approved	Yes
Form	Recurring Credit Card Payment Application Change Form	Approved	Yes
Form	SR-22	Approved	Yes
Form (revised)	Policy Jacket	Approved	Yes
Form	Policy Jacket	Approved	Yes
Form	Policy Jacket	Approved	Yes
Form (revised)	Named Driver Exclusion	Approved	Yes
Form	Named Driver Exclusion	Approved	Yes
Form	Not in Household	Approved	Yes
Form	Not Licensed	Approved	Yes
Form	Dec Page	Approved	Yes
Form	Privacy Statement	Approved	Yes

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TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	auto		
Project Name/Number:	Form/1		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/09/2008
Submitted Date	09/09/2008
Respond By Date	

Dear Matthew Miller,

This will acknowledge receipt of the captioned filing. Our Legal Division has advised the Privacy Notice must include the "opt out" language and advise the consumer of the Fair Credit Reporting Act. Please refer to Rule 74, Sec.7(A)(6) and (7).

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/16/2008
Submitted Date	09/16/2008

Dear Alexa Grissom,

Comments:

The following changes have been made per the objection letter from 09/09/2008.

-The Privacy Statement has been removed from the Policy Jacket.

-A separate Privacy Statement which meets all Arkansas Statutes has been filed to meet the requirements of the objection letter.

Response 1

Comments: Amended Forms

Changed Items:

No Supporting Documents changed.

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Product Name:	auto		
Project Name/Number:	Form/1		

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
<i>Policy Jacket</i>	13	8/29/2008	Policy/Coverage Form	New			allpagesFI NALREV- SEP1508. pdf
Previous Version							
<i>Policy Jacket</i>	13	8/29/2008	Policy/Coverage Form	New			allpagesC ORRECTI ONS0822 08- FRIDAY.p df
Privacy Statement	18	9/15/2008	Disclosure/Notice	New			JointPriva cyNotice.p df

No Rate/Rule Schedule items changed.

Thanks,

Sincerely,
Matthew Miller

SERFF Tracking Number:	STCI-125786234	State:	Arkansas
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TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	auto		
Project Name/Number:	Form/1		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/08/2008
Submitted Date	09/08/2008
Respond By Date	

Dear Matthew Miller,

This will acknowledge receipt of the captioned filing. Per Ark. Code Ann. 23-89-202, the insured may elect or reject any one or all of the named coverages. The application should be amended to reflect this law allowing them to select one, two, three or none. The named driver exclusion endorsement contains a step-down provision; please refer to Ark. Code Ann. 23-89-214 which prohibits them. Act 373 of 2007 extended coverage of a motor vehicle policy to those vehicles rented or leased from a rental company as defined in 23-64-202(d)(2)(C). Please amend the policy to include this coverage. I have forwarded the privacy notice to our Legal Division to determine if it is acceptable.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/16/2008
Submitted Date	09/16/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Alexa Grissom,

The following items have been amending per the objection letter filed 09/08/2008

- The ability to reject one, two, three, or all forms of PIP coverage has been added to the Automobile Application
- The Named Driver Exclusion is now without the drop down feature

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Product Name:	auto		
Project Name/Number:	Form/1		

-The Policy Jacket was amended in the 09/09/2008 objection letter with the correction regarding extended coverage of a motor vehicle policy to those vehicles rented or leased from a rental company .

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Automobile Insurance Application	7	8/29/2008	Application/Binder/Enrollment	New			application.pdf
Previous Version							
Automobile Insurance Application	7	8/29/2008	Application/Binder/Enrollment	New			Application_for_Insurance-AR-new.pdf
Named Driver Exclusion	14	8/29/2008	Disclosure/Notice	New			NamedDriverExclusion.pdf
Previous Version							
Named Driver Exclusion	14	8/29/2008	Disclosure/Notice	New			Driver Exclusion Form.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Matthew Miller

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TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	auto		
Project Name/Number:	Form/1		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/02/2008
Submitted Date	09/02/2008
Respond By Date	

Dear Matthew Miller,

This will acknowledge receipt of the captioned filing. A filing fee of \$50.00 must accompany a form filing. Upon receipt of the fee, the filing will be reviewed. Please send a response to this correspondence when the fee is submitted.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/03/2008
Submitted Date	09/03/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: A check was sent on 9/2/2008 in the amount of \$50.00 for this form filing.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *auto*

Project Name/Number: *Form/1*

**Sincerely,
Matthew Miller**

SERFF Tracking Number: STCI-125786234

State: Arkansas

Filing Company: Star Casualty

State Tracking Number: #178282 \$50

Company Tracking Number: 200809

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: auto

Project Name/Number: Form/1

Amendment Letter

Amendment Date:

Submitted Date: 09/18/2008

Comments:

Dear Alexa Grissom,

This is the Policy Jacket with the appropriate changes.

Thanks,

Matthew

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Policy Jacket	13	8/29/2008	Policy/C overage Form	New				allpagesFINA LREV-SEP1708.pdf

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Product Name: auto

Project Name/Number: Form/1

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Additional Equipment Endorsement	1	8/29/2008	Endorsement/Amendment/Conditions	New			00 Additional Equipment Endt 081.pdf
Approved	Agency Payment Receipt	2	8/29/2008	Other	New			00 Agency Payment Receipt 081.pdf
Approved	Fax Premium Transmittal Form	3	8/29/2008	Other	New			00 Fax Payment Transmittal Form 081.pdf
Approved	Medical Certification	4	8/29/2008	Certificate	New			00 Medical Certification 081.pdf
Approved	Vehicle Inspection Report	5	8/29/2008	Other	New			00 Vehicle Inspection Report 2006.pdf
Approved	PPA Endorsement	6	8/29/2008	Endorsement/Amendment/Conditions	New			11 AR End 061 (9-06) Exclusion.pdf
Approved	Automobile Insurance Application	7	8/29/2008	Application/Binder/Enrollment	New			application.pdf
Approved	Automated Debit Authorization(Agent)	8	8/29/2008	Other	New			AUTOMATED DEBIT AUTHORIZATION AGREEMENT.pdf

SERFF Tracking Number: STCI-125786234

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Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: auto

Project Name/Number: Form/1

Approved	EFT Application	9	8/29/2008	Election/Re New jection/Sup plemental Application s	New	EFT Application Change Form.pdf
Approved	Automated Credit	10	8/29/2008	Other	New	EFTCredit Authorization Form.pdf
Approved	Recurring Credit	11	8/29/2008	Other	New	Recurring Credit Card Payment Application Change Form.pdf
Approved	SR-22	12	8/29/2008	Other	New	SR-22.pdf
Approved	Policy Jacket	13	8/29/2008	Policy/Cove rage Form	New	allpagesFIN ALREV- SEP1708.pd f
Approved	Named Driver	14	8/29/2008	Disclosure/ Notice	New	NamedDrive rExclusion.p df
Approved	Not in Household	15	8/29/2008	Disclosure/ Notice	New	Not In Household Statement.p df
Approved	Not Licensed	16	8/29/2008	Disclosure/ Notice	New	Not Licensed Statement.p df
Approved	Dec Page	17	8/29/2008	Declaration New s/Schedule	New	STR Dec AR SCIC-008- 0108-AR.pdf
Approved	Privacy Statement	18	9/15/2008	Disclosure/ Notice	New	JointPrivacy Notice.pdf



...Always Peace of Mind

P.O. Box 360188 Miami, FL 33134 (877)-782-7210

Additional Equipment Endorsement

Star Casualty
Insurance Company

Instructions for Use

Additional Equipment is available only when Comprehensive and Collision coverages have been purchased.

Additional Equipment Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For an additional premium we will cover electronic equipment including sound receiving, reproducing, and transmitting equipment; or custom vehicle equipment, including furnishing, carpeting, and height-extending roofs. Coverage is subject to underwriting approval and covered items must be listed below. We will not cover conversion vans, customized pickup trucks, custom paint jobs, decals, tapes, records, or other media. Attach appropriate documentation.

This Endorsement Applies to Applicant:

Name _____ Application Date _____

Agent Name _____ Agent # _____

Equipment Insured

Veh #	Equipment	Original Cost New
1		
2		
3		



...Always Peace of Mind
P.O. Box 350188 Miami, FL 33134 (877) 782-7210

Agency Payment Receipt Form

Use this form when payment is made in the agency. The payment indicated below was received in this agency at the date and time indicated.

Insured's Name _____ Policy Number _____ Payment Amt. _____
Agency _____ Agency Code _____
Agent's Signature _____ Date _____ Time _____

00 AR US PR (5/08)



...Always Peace of Mind
P.O. Box 350188 Miami, FL 33134 (877) 782-7210

Agency Payment Receipt Form

Use this form when payment is made in the agency. The payment indicated below was received in this agency at the date and time indicated.

Insured's Name _____ Policy Number _____ Payment Amt. _____
Agency _____ Agency Code _____
Agent's Signature _____ Date _____ Time _____

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P.O. Box 350188 Miami, FL 33134 (877) 782-7210

Agency Payment Receipt Form

Use this form when payment is made in the agency. The payment indicated below was received in this agency at the date and time indicated.

Insured's Name _____ Policy Number _____ Payment Amt. _____
Agency _____ Agency Code _____
Agent's Signature _____ Date _____ Time _____

00 AR US PR (5/08)

Fax Premium Transmittal Form

Agent

Agency Number _____ Phone (____) _____
 Agency Name _____
 Address _____
 City _____ State _____ ZIP _____

Notes

To ensure accurate and timely processing of your transmittal form, verify total payment amount. Any discrepancy will delay processing.

Transmittal forms must be submitted daily. All fax transmittal forms received by 4:00 P.M. CST will be processed on the date received.

Please observe the following guidelines when completing this form:

1. This form is for payments on existing policies only. Do not remit new applications.
2. Please include insured's full name and policy number for each payment listed.
3. This form must be totaled and signed by the agency representative.
4. If this form is not fully completed, payment will not be posted.
5. Payments remitted on other types of fax transmittal forms will not be processed.

Policy #	Date	Time	Named Insured	Payment Amt.
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____

Total \$ _____

Please fax completed form to 1 (786) 363-1954 .

Authorization

I agree that the total amount listed above will be drafted from my trust account two business days after posting.

Agent Signature: _____ Date: _____

Printed Name: _____

Please direct all questions to: 1 (877)-782-7210

Medical Certification

Producer

Producer Number _____ Producer Name _____

Address _____

City _____ State _____ ZIP _____ Phone (____) _____

Driver

Named Insured (First, MI, Last) _____ Policy Number _____

Driver _____ Date of Birth _____ Age _____ Gender _____

Named Insured (First, MI, Last) _____ Policy Number _____

Physician's Name _____ Years Under Physician's Care _____ Date of Last Visit _____

Physician's Address _____ City _____ State _____ Zip _____

Vision/Hearing

Does applicant have any impairment in hearing?

Vision without glasses: L 20/ _____ R 20/ _____ Hearing without aid: L _____ R _____

Vision with glasses: L 20/ _____ R 20/ _____ Hearing with aid: L _____ R _____

Please describe any visual impairment, such as color blindness, cataracts, or glaucoma:

Health

- | | |
|---|--|
| <p>1. Does the applicant have any amputations, arthritis, polio, or similar conditions which interfere with the use of his upper or lower extremities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Does the applicant have any nervous disorder or mental disease which is likely to cause confusion or sudden loss of consciousness while driving? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Is the applicant likely to suffer a temporary impairment of mental, physical, or functional capacity due to alcohol, drugs, or medical treatment, making it unsafe to driver? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Is the applicant likely to suffer excess fatigue that will impair driving ability? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Has the applicant full use of muscular coordination in all extremities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Has the applicant the physical and mental ability to manipulate a vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>7. Has the applicant received any medical treatment during the past three years, or is the applicant currently taking any medication? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>8. Has the applicant ever had diabetes, epilepsy fainting spells, stroke, attacks of unconsciousness, or convulsions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9. Has the applicant ever had any heart condition? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please specify:</p> <p>a. Date of initial attack: _____</p> <p>b. Date of most recent attack: _____</p> <p>c. Type and length of treatment: _____</p> <p>d. Result of latest EKG: _____</p> <p>e. Degree of recovery: _____</p> <p>f. Has the applicant been advised to restrict activity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>g. Is the applicant now under treatment for heart disease or high blood pressure? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>10. In your opinion, should the applicant driver a vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
|---|--|

Remarks

Please explain any adverse answers listed above. Please describe any actions to correct the situations or alterations made to the vehicle to compensate. Include any other explanations or comments necessary.

Signed

Physician's Signature _____ Date _____

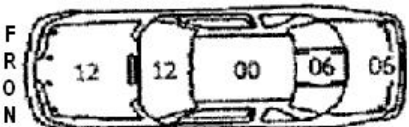

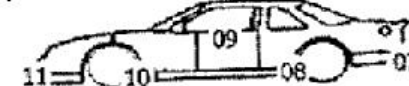

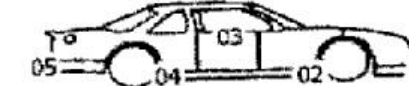
Graduate of (medical school) _____

Vehicle Inspection Report

Any preexisting damage must be documented below for the following:

1. Any policy vehicle with full coverage (Comprehensive and Collision).
2. Any policy vehicle with Uninsured Motorist Property Damage coverage.
3. Any policy vehicle older than 20 years regardless of coverage selected (TX only).

- This report must be signed by both the agent and the insured, and must be completed at binding.
- This report should be kept on file at the Agency with the signed application.

Date of Inspection:		Time:		Insured's Name:				Policy #:																					
Insured's Address						City:				State:		Zip:																	
Inspector or Agent Name:																													
Description of Vehicle:				Color:		Body Style:																							
Year:		Make:				Model:																							
VIN (Obtain directly from vehicle)		<table border="1" style="width:100%; text-align: center;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																											
Odometer Reading:																													
Non- Factory Accessories & Optional Equipment: (Please List all items)				Have these items been permanently installed?				Have these items been rated and covered on the policy?																					
1. _____				1. <input type="radio"/> Yes <input type="radio"/> No				1. <input type="radio"/> Yes <input type="radio"/> No																					
2. _____				2. <input type="radio"/> Yes <input type="radio"/> No				2. <input type="radio"/> Yes <input type="radio"/> No																					
3. _____				3. <input type="radio"/> Yes <input type="radio"/> No				3. <input type="radio"/> Yes <input type="radio"/> No																					
4. _____				4. <input type="radio"/> Yes <input type="radio"/> No				4. <input type="radio"/> Yes <input type="radio"/> No																					
5. _____				5. <input type="radio"/> Yes <input type="radio"/> No				5. <input type="radio"/> Yes <input type="radio"/> No																					
Other:																													
Physical Condition of Vehicle: Check damaged areas or areas in poor condition. Describe below.																													
Body	01	02	03	04	05	06	07	08	09	10	11	12	00	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  <p>FRONT</p> </div> </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  <p>BACK</p> </div> </div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  </div> </div>															
Glass	03	06	09	12																									
Describe items checked above and any other damages:																													

The undersigned certifies that this preinsurance report is true and also attests to the authenticity of the Vehicle Identification Number.

Person Presenting Vehicle for Inspection (Print Name)

Signature

Relationship to Insured

Inspector or Agent Signature

Date of Inspection

Time of Inspection

Private Passenger Auto Endorsement ARKANSAS

Underwritten by
Star Casualty Insurance Company

Policy Producer	Agent Number 011-_____ Agency Name _____		Company Use	Policy # 11-03-_____	
	Address _____			C A I F B C M CC # _____	
City _____ State _____ ZIP _____ Phone (____) _____		Amt. _____ PM _____		<input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ _____	
Policy # 11-03-_____ Endorsement Effective Date _____					
Named Insured	Name (First, MI, Last) _____ Home (____) _____				
	Mailing Address _____ Work (____) _____				
	City _____ State _____ ZIP _____				
	<input type="checkbox"/> Check here if this is a new address				
	Garaging Address (if different) _____				
City _____ County _____ State _____ ZIP _____					

1. ADDITIONS

Veh.	Year	Make	Model	VIN	Terr.	ISO Sym.	Liab. Sym.	Business Use			
							<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> Y <input type="checkbox"/> Z	<input type="checkbox"/> None <input type="checkbox"/> Yes (Explain)			
LP/Al	Type	Loss Payee/Additional Interest			Mailing Address		City	State	ZIP		
	<input type="checkbox"/> Loss Payee <input type="checkbox"/> Add'l Int.										
Cov.	Liab. BI/PD Premium	UM BI Premium	UIM BI Premium	UM PD Premium	PIP Premium	Comprehensive Premium Ded.	Collision Premium Ded.	Rental Reim. Premium	Towing Premium	Accidental Death	Add'l Equip. Premium
					<input type="checkbox"/> Medical <input type="checkbox"/> Income <input type="checkbox"/> Death			<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<input type="checkbox"/> Accept <input type="checkbox"/> Reject
Driv.	IMPORTANT: If spouse is unlisted or unlicensed, please explain in "Additional Information" section.										
	Name (First, MI, Last)	SS#	Birthdate	DL # (incl. State)	M/S	Gender	Discount	SR-22	Occupation (Mil. Rank)		
Viol.	Description	Points	Date	Viol.	Description	Points	Date				

2. DELETIONS

Veh.	Year	Make	Model	VIN	Driv.	Name	Birthdate

IMPORTANT: After this change, _____ vehicles will be insured under this policy.

After this change, _____ drivers will be insured under this policy.

3. OTHER CHANGES

NAMED DRIVER EXCLUSION—00 PA US EX (1/05)

Limits	The following limit selections apply to ALL veh. on the policy:		Exclusion/Other	We agree with you to provide an endorsement as follows: The insurance provided by this policy shall not apply to any loss, accident, or occurrence that arises out of the operation or other use of any vehicle by the named excluded driver.			
	Liab. BI/PD:	<input type="checkbox"/> 25/50/25 <input type="checkbox"/> 50/100/50 <input type="checkbox"/> 100/300/50		<input type="checkbox"/> 50/100/25 <input type="checkbox"/> 100/300/50	Excluded Driver _____	Birthdate _____	Relationship _____
	UM BI:	<input type="checkbox"/> NONE <input type="checkbox"/> 25/50 <input type="checkbox"/> 50/100 <input type="checkbox"/> 100/300		<input type="checkbox"/> Same as UM BI <input type="checkbox"/> 25	List any physical or medical impairments of any driver(s), any business use for any vehicle(s), or any other policy information not listed on this form.		
	UIM BI:	<input type="checkbox"/> NONE <input type="checkbox"/> 25					

4. SIGNATURES AND PAYMENT

Signature	IMPORTANT: Endorsements that reduce coverage or delete a vehicle MUST be signed by the named insured or the named insured's spouse.		Amount	If this change results in a large additional premium, a cancellation notice is likely to generate unless a portion of the increase is submitted with the change.
	Named Insured's Signature _____	Date _____ Time _____		
Agent's Signature _____		Date _____ Time _____	AMT SUBMITTED: \$ _____	

11 PA AR EN (1/05)

Printed 9/06

Star Casualty Insurance Company P.O. Box 451037 Miami, FL 33134 Phone: 1-877-STAR-210					Automobile Insurance Application Policy Number: Policy Effective: Policy Term: Months								
AGENT INFORMATION					SELECTED PAYMENT PLAN								
Agent Code#: - State Lic #: Phone#:													
GENERAL APPLICANT INFORMATION													
Applicant: Address: Home Phone: Work Phone:				Territory:			Applicant Garaging Address: (if different) Homeowner? (If yes, attach proof)		Previous Carrier: Previous Policy #: Length of Prior Policy: Prior Policy Expiration Date: Prior Limits BI				
LIENHOLDER(S)													
Vehicle		Name			Street		City	St	Zip	Type			
VEHICLES													
Veh No.	Year	Make	Model	Style	Miles one way	Sym	VIN Number	Bus. Use	Extra Hazard	Prior Damage			
COVERAGE AND LIMITS OF LIABILITY													
Coverage applies only where premium is indicated. WARNING: The policy does not cover loss to equipment not installed by the vehicles original manufacturer unless coverage for equipment is listed below under additional equipment. Include value and description for each item.													
<u>Coverages</u>					<u>Limits and Deductibles</u>		Premiums						
Bodily Injury Liability PIP Property Damage Liability Uninsured/Underinsured Motorists Bodily Injury Uninsured/Underinsured Motorists Property Damage Medical Payments Rental Reimbursement Per Day Towing Limit Per Day Comprehensive Deductibles Collision Deductibles Custom/Additional Equip. SR22													
					Service charge:		Policy Fee:		Total:				
DRIVERS													
Complete this section for all persons 14 or older living in your household and all other persons who use your vehicle on a regular basis.													
Driver Name	SS#	Sex	MS	Rel	DOB	Cls	License	St	Yrs	SR22(s)	Case#	Use	Miles
THIS APPLICATION BECOMES PART OF YOUR INSURANCE POLICY													
Form 11 PA AR AP (10/07)													
Page 1 of 5													

POLICY NUMBER:

EMPLOYER INFORMATION

Name	Employer	Street	City	ST	Zip	Occupation
------	----------	--------	------	----	-----	------------

INCIDENTS, ACCIDENTS, LICENSE SUSPENSIONS AND EXPIRATIONS

Identify all incidents, accidents, license suspensions and expirations during the previous 35 months (*include out of state*).

Drv No.	Date	Description	Points	Drv No.	Date	Description	Points
---------	------	-------------	--------	---------	------	-------------	--------

DISCOUNTS

DRIVER EXCLUSION

Name	DOB	Sex	Relation	Name	DOB	Sex	Relation
------	-----	-----	----------	------	-----	-----	----------

"We" agree with "You" that such insurance as is afforded by the policy shall not apply with respect to any automobile or it's use while such automobile is in the care, custody or control of; or is being operated by any individual designated above.

AUTHORIZATION FOR BANK DRAFT

I, the above named customer, hereby authorize the Company to originate charges to my bank account for all payments related to this application for insurance, endorsements or renewal of the same. Either party may terminate this authorization and payment method at any time upon written notice.

Bank Name _____

Routing Number _____ Account Number _____

Signature of Applicant _____ Date _____

POLICY NUMBER:

GENERAL QUESTIONS

1. Have all household residents 14 years of age or older, all regular operators of the vehicles described in this application, and all children who live away from home who drive these vehicles, even occasionally, been disclosed in the "Drivers and household residents" section? (If no, please explain below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
2. Is the address listed on the application the same for all drivers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
3. Does any driver listed on the application reside outside of the state of Arkansas for 2 months or more per year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
4. Is the garaging address of each vehicle the same as the mailing address listed on the application?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
5. Are any of your vehicles used for delivery, limousine or taxi service, for courier or escort service, or for commercial pick up or delivery purposes, including but not limited to delivery of magazines, pizza, food, mail, newspaper or farm produce?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
6. Are any listed vehicles used in the course of any drivers business or occupation (other than driving back and forth to work)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
7. Are there other vehicles in your household not listed on this application?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL

Notes and Remarks: (Include reference to vehicle and driver for each explanation)

REJECTION / SELECTION OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

Arkansas law requires that all liability policies include Uninsured Motorist Coverage unless the Insured rejects such coverage. Uninsured/Underinsured Motorist Bodily Injury Coverage is available in an amount equal to the limits of your liability coverage. Uninsured/Underinsured Motorist Bodily Injury Coverage protects you, your resident relatives, and occupants of a covered vehicle if any sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have (an uninsured motorist) or does not have enough insurance (an underinsured motorist). The policy limits you select for Underinsured Motorist Coverage shall not be reduced by those amounts available for payment under all applicable bodily injury liability insurance policies covering persons liable to the injured, insured, except to the extent that the injured insured would receive compensation in excess of verifiable damages.

- ☐ I expressly reject Uninsured/Underinsured Motorists insurance and direct the insurer to issue my policy without this coverage.
- ☐ I select Uninsured/Underinsured Motorists BI/PD coverage at limits lower than liability BI/PD limits as indicated on the front of this form.

Signature of Applicant _____ Date _____

REJECTION OF UNINSURED PROPERTY DAMAGE PROTECTION COVERAGE

Uninsured Property Damage Coverage is available in an amount equal to the limits of your liability coverage. Uninsured Motorist Property Damage Coverage protects your covered vehicle in an accident in which the owner or operator of a motor vehicle who is legally liable does not have insurance (an uninsured motorist).

I understand and agree that the rejection shall be binding on all persons injured under the policy, and that this rejection shall apply to any renewal, reinstatement, substitute, amended, or replacement policy with this company or any affiliated company, unless a named insured submits a written request to add the coverage and pays the additional premium.

I reject the Uninsured/Underinsured Motorist Coverage in its entirety.

Signature of named insured

X _____ Date _____ Time _____

REJECTION OF PERSONAL INJURY PROTECTION COVERAGE

The following Personal Injury Protection Coverage options have been offered to me: Medical and Hospital Benefits Coverage, Income Disability Benefits Coverage and Accidental Death Benefits Coverage.

Medical and Hospital Benefits Coverage applies to cover reasonable and necessary expenses because of bodily injury sustained by an insured person and incurred within (2) years from the date of the accident. Medical and Hospital Benefits Coverage includes coverage for medical, hospital, nursing, dental, surgical, ambulance, funeral expenses and prosthetic services.

Income Disability Benefits Coverage provides coverage for work loss because of bodily injury sustained by an insured person caused by an accident arising out of the ownership, maintenance or use of a motor vehicle. Income Disability Benefits Coverage provides up to seventy percent (70%) of weekly gross income for up to fifty-two (52) weeks, with a maximum limit of one hundred forty dollars (\$140) per week if the insured person is employed at the time of the accident or seventy dollars (\$70) per week if the insured person is not employed at the time of the accident.

Accidental Death Benefits Coverage applies to cover death benefits, if a person dies within one (1) year from the date of an accident because of bodily injury caused by the accident and arising out of the ownership, maintenance or use of a motor vehicle.

My rejections are shown below:

☐ I reject Medical and Hospital Benefits Coverage

☐ I reject Income Disability Benefits Coverage

☐ I reject Accidental Death Benefits Coverage

I understand and agree that my rejection(s) of Personal Injury Protection Coverage options shall be binding on all persons insured under the policy, and that this election shall also apply to any renewal, reinstatement, substitute, amended or replacement policy with this company or any affiliated company, unless a named insured submits a request to add the coverage and pays the additional premium.

Signature of named insured

X _____ Date _____ Time _____

APPLICATION AGREEMENT**Verification of Content**

I declare that the statements contained herein are true to the best of my knowledge and belief and do agree to pay any surcharges applicable under the Company rules which are necessitated by inaccurate statements. I declare that no persons other than those listed in this application regularly operate the vehicle(s) described in this application. I understand that this policy may be rescinded and declared void if this application contains any false information or if any information that would alter the Company's exposure is omitted or misrepresented. I acknowledge that this application was fully and completely explained to me by an authorized Star Casualty agent of my own choosing.

Notice of information practices

I acknowledge that in connection with this application and premium quotation, the Company may collect information from consumer reporting agencies, such as driving record, claims, and credit history reports. The Company may use an insurance credit score based on the information contained in that credit history report. This information will be used to underwrite my insurance and provide an accurate quote in an appropriate underwriting company. Future reports may be used to update or renew the insurance.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I affirm that

None of the vehicles listed in this application will be used to pick up or deliver persons or property for compensation or a fee, including but not limited to delivery of magazines, newspapers, mail, food (including pizza), or any other products.

If I make my initial payment by electronic funds transfer, check, draft or other remittance, the coverage afforded under this policy is conditioned on payment to the Company by the financial institution. If a transfer, check, draft or other remittance is not honored by the financial institution, the Company shall be deemed not to have accepted the payment and this policy shall be void.

If I make my initial payment by credit card, the coverage afforded under this policy is conditioned on payment to the Company by the card issuer. I understand that if the company is unable to collect my initial payment from the card issuer, the company shall be deemed not to have accepted the payment and this policy shall be void. I also understand that if I authorize a credit card transaction for any payment other than the initial payment, this policy will be subject to cancellation for nonpayment of premium if the Company is unable to collect payment from the card issuer. The Company is

Signature of named insured

X _____ Date _____ Time _____

POLICY NUMBER:

APPLICATION AGREEMENT (con't)

deemed "unable to collect" in the following instances: (1) when I reach my credit limit on my credit card and the card issuer refuses the charge; (2) when the card issuer cancels or revokes my credit card; or (3) when the credit card issuer does not pay Company, for any reason whatsoever, upon the Company's request.

Agent compensation disclosure

The insurance producer that sold you the policy is a licensed insurance agent authorized by Star Casualty and by other insurance companies to solicit business on their behalf. We will pay your agent a commission for placing your policy with us. Your agent may also be eligible for additional compensation, based on the volume and profitability of certain business he or she places with us.

Other charges

I agree to pay the fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan. I also understand that the amount of these fees may change if my premium is increased due to inaccurate or incomplete information in this application.

I understand that a service charge of \$20.00 will be assessed to the balance due on my policy if any check offered in payment is not honored by my bank or other financial institution. Imposition of such a charge shall not deem the Company to have accepted the check unconditionally.

I agree to pay a reinstatement fee of \$5.00 during the policy term and each renewal term when my coverage is reinstated following a cancellation or lapse. I understand that my acknowledgement of a reinstatement fee does not obligate the company to reinstate coverage following a cancellation or lapse

Signature of named insured

X _____ Date _____ Time _____

Producer signature

The undersigned hereby warrants and certifies that the information contained herein is correct to his/her knowledge, that this application was fully and completely explained to the insured, that this application was completed and then signed by the insured, that a completed copy has been given to the insured, and that the undersigned will retain a copy hereof.

Signature of producer

X _____ Date _____ Time _____



Please Fax to (305) 448-1816

USE THIS FORM TO INDICATE THE ACCOUNT TO BE USED AS THE SWEEP ACCOUNT

AUTOMATED DEBIT AUTHORIZATION AGREEMENT
THIS FORM IS FOR AGENT BANKING INFORMATION ONLY

I authorize STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS and their affiliates, successors and assigns to initiate electronic debit entries to my checking or savings account as indicated below and I authorize the financial institution _____ (BANK) named below to debit these entries from my account.

AGENCY FAX NUMBER: _____ PRODUCER CODE: _____

AGENCY EMAIL ADDRESS: _____

Agency's Bank Name: _____

Agency's Account Name: _____

Branch Location: _____
(City & State)

Agency's ABA (Bank Routing Number):

Agency's Bank Account Number: _____

I understand that this authorization will remain in effect until I notify Star Casualty Insurance Company or one of their authorized agents, that I no longer desire this service, allowing reasonable time to act upon my notification. Notification will be given in writing and sent by fax or mail. Star Casualty Insurance Company will then notify the bank, in writing and will send notification of termination by fax, mail or email. I also understand that if corrections to the debit amount are necessary, it may involve an adjustment (credit or debit) to my agency's account.

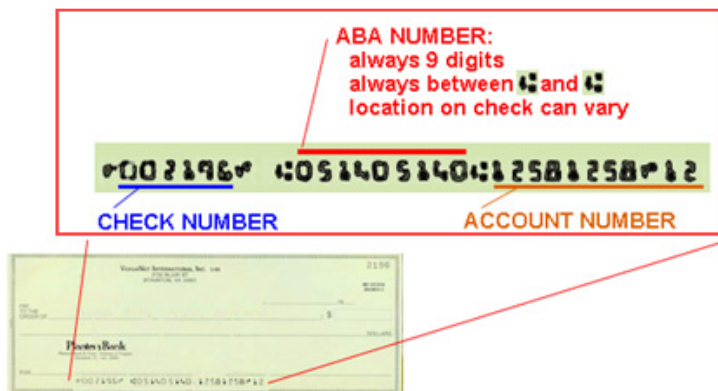
Name & Title of authorized officer (Please Print)

Agency Name

Signature of authorized officer

Date

A voided check from your business account should be attached in the space below.





EFT (ELECTRONIC FUNDS TRANSFER) APPLICATION CHANGE FORM

☐ CHANGE BANK OR ACCOUNT INFORMATION

☐ CANCEL EFT

Enter Your Name (As it appears on your account):

Enter Address Street/City/State:

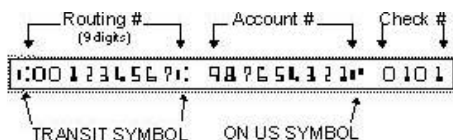
Enter Policy Number:

Name of Financial Institution:

Type of Account: (eg. Savings, Checking, Credit Union)

Bank Routing or "Transit" Number:

Bank Account Number:



Important: Complete, sign, and attach a voided check and mail to

Star Casualty Insurance Company
Attn: Recurring Payment Processing Center
P.O. Box 350188
Miami, FL 33134

or fax this form and a voided check to: (305)448-1816

If you need assistance phone us at: (877)-782-7210

Authorization and Agreement

I authorize Star Casualty Insurance Company, "Star Casualty", to initiate an electronic funds transfer from my account, indicated on the EFT APPLICATION and I authorize my Financial Institution to honor the withdrawal initiated by Star Casualty. This authority pertains to my insurance policy shown on the EFT APPLICATION. I understand that this authority is to remain in effect until the EFT is canceled in writing by me, Star Casualty, or the Financial Institution.

Your Signature _____

Date _____

INSURED Copy



Please Fax to (305) 448-1816

USE THIS FORM TO INDICATE THE ACCOUNT WHERE COMMISSIONS ARE DEPOSITED

AUTOMATED CREDIT AUTHORIZATION AGREEMENT

I authorize STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS and their affiliates, successors and assigns to initiate electronic debit entries to my checking or savings account as indicated below and I authorize the financial institution _____ (BANK) named below to debit these entries from my account.

AGENCY FAX NUMBER: _____ PRODUCER CODE: _____

AGENCY EMAIL ADDRESS: _____

Agency's Bank Name: _____

Agency's Account Name: _____

Branch Location: _____
(City & State)

ABA (Bank Routing Number):

Agency's Bank Account Number: _____

I understand that this authorization will remain in effect until I notify Star Casualty Insurance Company or one of their authorized agents, that I no longer desire this service, allowing reasonable time to act upon my notification. Notification will be given in writing and sent by fax or mail. Star Casualty Insurance Company will then notify the bank, in writing and will send notification of termination by fax, mail or email.

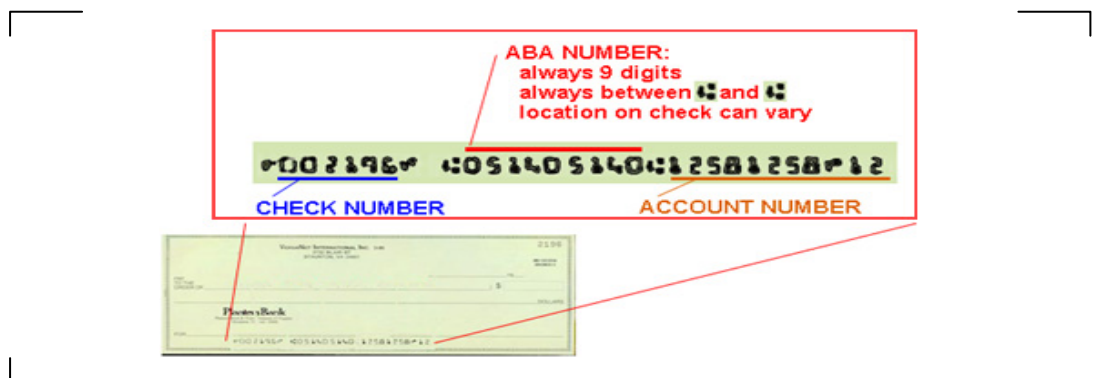
Name & Title of authorized officer (Please Print)

Agency Name

Signature of authorized officer

Date

A voided check from your business general operating account **MUST** be attached in the space below.
(must be a check, **not** a deposit slip)





**RECURRING CREDIT CARD PAYMENT
APPLICATION CHANGE FORM**

- ☐ CHANGE ACCOUNT INFORMATION
- ☐ CANCEL RECURRING CREDIT CARD PROGRAM

Enter Your Name (As it appears on your account):

Enter Address Street/City/State:

Enter Policy Number:

Type of Account: (MASTERCARD, VISA)

Credit Card Number:

Card Expiration Date (MM YYYY)

CID (3 digit number on the back of your card)

Important: Complete, sign, and mail to

Star Casualty Insurance Company
Attn: Recurring Payment Processing Center
P.O. Box 350188
Miami, FL 33134

or fax this form to: (305)448-1816

If you need assistance phone us at: (877)-782-7210

Authorization and Agreement

I authorize Star Casualty Insurance Company, "Star Casualty", to initiate through the designated financial institution appropriate entries to transfer premium payments, indicated on the RECURRING CREDIT CARD APPLICATION and I authorize my Financial Institution to honor the transfer initiated by Star Casualty. This authority pertains to my insurance policy shown on the RECURRING CREDIT CARD APPLICATION. I understand that this authority is to remain in effect until the transfer is canceled in writing by me, Star Casualty or the Financial Institution.

Your Signature _____

Date _____

INSURED Copy

Insured { Name _____
 Last First Middle
 Address _____

CASE NUMBER	DRIVERS LICENCE NUMBER	BIRTH DATE	SOCIAL SECURITY NUMBER

Current Policy Number _____ Effective From _____

This certification is effective from _____ and continues until cancelled or terminated in accordance with the financial responsibility laws and regulations of this State.

This insurance is hereby certified is provided by an

- ☐ OWNER'S POLICY Applicable to (a) the following described vehicle(s), (b) any replacement(s) thereof by similar classification and (c) any additionally acquired vehicles of similar classification for a period of at least 30 days from date of acquisition.

MOEL YEAR	TRADE NAME	IDENTIFICATION NUMBER	UNDER SUSPENSION		
				YES	NO
			ACC/CITY DATE		

- ☐ OPERATOR'S POLICY Applicable to any non-owned vehicle

_____ FINANCIAL RESPONSIBILITY INSURANCE CERTIFICATE
 (STATE)

The company signatory hereto hereby certifies that it has issued to the above named insured a motor vehicle liability policy as required by the financial responsibility laws of this State, which policy is in effect on the effective date of this certificate.

Name of this Insured Company _____

COMPANY CODE

Date _____ By _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE



Insurance Company

5539 South West 8th Street • Miami, FL 33134
(NAIC# 32387)

PRIVATE PASSENGER AUTO POLICY

ARKANSAS

Your Quick Reference Guide

Agreement.....	2	Part E: Duties after an Accident or Loss.....	9
Definitions.....	2	Part F: General Provisions.....	9
Part A: Liability Coverage.....	2	Bankruptcy.....	2
Insuring Agreement.....	2	Changes.....	9
Supplementary Payments.....	2	Fraud.....	9
Limit of Liability.....	3	Legal Action against Us.....	9
Out of State Coverage.....	3	Our Right To Recover Payment.....	9
Financial Responsibility.....	3	Policy Period and Territory.....	10
Other Insurance.....	3	Termination.....	10
Additional Interest.....	4	Other Termination Provisions.....	10
Part B: Medical Payments Coverage.....	4	Transfer of Your Interest in This Policy.....	11
Insuring Agreement.....	4	Two or More Auto Policies.....	11
Exclusions.....	4	Part G: Underinsured Motorist Coverage.....	11
Other Insurance.....	5	Insuring Agreement.....	11
Part C: Uninsured Motorists Coverage.....	5	Exclusions.....	11
Insuring Agreement.....	5	Limit of Liability.....	12
Exclusions.....	5	Other Insurance.....	12
Limit of Liability.....	6	Arbitration.....	12
Other Insurance.....	6	Additional Duties.....	12
Arbitration.....	6	Part H: Personal Injury Protection Coverage.....	12
Part D: Coverage for Damage to Your Auto.....	6	Insuring Agreement.....	12
Insuring Agreement.....	6	Definitions.....	13
Rental Reimbursement.....	7	Exclusions.....	13
Towing and Labor.....	7	Payment of Benefits.....	14
Exclusions.....	7	Coordination of Coverage.....	14
Limit of Liability.....	8	Limit of Liability.....	14
Payment of Loss.....	8	Other Insurance.....	15
No benefit to Bailee.....	8	Named Operator Coverage Endorsement.....	15
Other Sources of Recovery.....	8	Accidental Death Benefit Endorsement.....	15
Appraisal.....	9	Replacement Parts.....	16
Loss Payable Clause.....	9		

11 PA AR PO (1/05)**Agreement**

In return for payment of the premium and subject to all terms of this policy, we agree with you as follows:

Definitions

- A.** Throughout this policy "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.
- B.** "We", "us" and "our" refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased or rented:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in quotation marks when used.
- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E.** "Business" includes trade, profession, or occupation.
- F.** "Family member" means a person related to you by blood, marriage, or adoption who is resident of your household. This includes a ward or foster child.
- G.** "Occupying" means in, upon, getting in, on, out or off.
- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I.** "Trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- J.** "Your covered auto" means:
1. Any vehicle shown in the Declarations.
 2. Any of the following types of vehicles on the date you become the owner.

a. a private passenger auto; or

b. a pickup or van that:

(1) has a Gross Vehicle Weight of less than 10,000 lbs; and

(2) is not used for the delivery or transportation of goods and materials unless such use is:

(a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) for farming or ranching.

This provision (J.2.) applies only if:

a. you acquire the vehicle during the policy period;

b. you ask us to insure it within 30 days after you become the owner; and

c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle replaced. If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. breakdown;

d. loss; or

b. repair

e. destruction

c. servicing;

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.

5. With respect to Coverage for Damage to Your Auto only, any vehicle provided by a duly licensed automobile dealer or rental company to you or a "family member" for use as temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

Part A: Liability Coverage**Insuring Agreement**

- A.** We will pay damages, other than punitive or exemplary, for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy. If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.
- B.** "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance, or use of any auto or "trailer".
 2. Any person using "your covered auto".
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (b.4) applies only if the person or organization does not own or hire the auto or "trailer".

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an "insured".

1. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
2. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
3. Other reasonable expenses incurred at our request.

Exclusions

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or property damage
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of
 that "insured". This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.
4. For "bodily injury" to an employee of that "insured" occurring during the course of employment. This exclusion (A.4) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance.

This exclusion (A.5.) does not apply to:

- a. that "insured's" liability for "bodily injury" sustained by a passenger who is not charged a fee; or
 - b. a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
- a. selling; d. storing; or
 - b. repairing e. parking
 - c. servicing;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6) does not apply to the ownership, maintenance, or use of "your covered auto" by:
- a. you;
 - b. any "family member"; or
 - c. any partner, agent, or employee of you or any "family member"
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6 This exclusion (A.7.) does not apply to the maintenance or use of a:
- a. private passenger auto;
 - b. pickup or van that:
 - (1) you own, or
 - (2) you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

(a) breakdown	(d) loss; or
(b) repair;	(e) destruction; or
(c) servicing;	
 - c. "trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
9. For "bodily injury" or "property damage" for which that "insured":
- a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. American Nuclear Insures;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada
10. For "bodily injury" to you or any "family member".
- B. We do not provide Liability Coverage for ownership, maintenance or use of:
1. Any vehicle which:
 - a. has more or less than four wheels; or
 - b. is designed mainly for use off public roads
 This exclusion (B.1.) does not apply to any "trailer"
 2. Any vehicle, other than "your covered auto", which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
 3. Any vehicle, other than "your covered auto", which is:
 - a. owned by any "family member"; or
 - b. furnished or available for the regular use of any "family member".
 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 any prearranged or organized racing or speed contest.
 5. Any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited

to delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.5.) does not apply to shared expenses car pools.

- C. We do not provide Liability Coverage for any "insured" for:
1. Any liability assumed by an "insured" under any contract or bailment.
 2. "Bodily injury" or "property damage" due to nuclear reaction, radiation, or contamination.
 3. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.
 4. "Bodily injury" or "property damage" caused by the dumping, discharge, or escape of any irritants, pollutants or contaminants other than the fluids necessary for the operation of "your covered auto"
 5. "Bodily injury" or "property damage" caused by explosives, other than the fluids necessary for the operation of "your covered auto".
 6. Punitive or exemplary damages which are imposed to:
 - a. punish a wrongdoer; and
 - b. deter other from similar conduct
 7. "Bodily injury" or "property damage" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

Limit of Liability

- A. The limit of liability shown in the Declarations for each person for Bodily injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services of death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds"
2. Claim made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B, Part C, Part G or Part H of this policy.

Out of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

Financial Responsibility

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. You must reimburse us if we make a payment that we would not have made if this policy were not certified as proof of financial responsibility

Other Insurance

1. If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

2. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member".

a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or

b. to demonstrate the vehicle;

them we will provide primary insurance.

Additional Interest

Liability coverage shall also apply to each additional interest named in the Declarations with respect to the "your covered auto" identified with that interest.

Coverage afforded to an additional interest is excess over any other valid and collectible insurance.

The designation of an additional interest shall not operate to increase our limits of liability and provides the additional interest with no greater rights than those of the "insured".

Part B: Medical Payments Coverage

Insuring agreement

A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury"

1. Caused by accident; and

2. Sustained by an "insured"

We will pay only those expenses incurred for services rendered within 2 years from the date of the accident.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to extend of the coverage provided, if any, to the automobile being repair or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member"

a. While "occupying"; or

b. As a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.

2. Any other person while "occupying" "your covered auto".

Exclusions

We do not provide Medical Payments coverage for any "insured" for "bodily injury"

1. Sustained while "occupying" any motorized vehicle having more or less than four wheels.

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to:

a. "Bodily injury" sustained by passenger who is not charged a fee; or

b. A share-the-expense car pool.

3. Sustained while "occupying" any vehicle located for use as a residence or premises.

4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".

5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is :

a. owned by you; or

b. furnished or available for your regular use.

6. Sustained while "occupying" or when struck by, any vehicle (other than "your covered auto") which is:

a. owned by any "family member"; or

b. furnished or available for the regular use of any "family member".

7. Sustained while "occupying" a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid , in force operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":

a. a private passenger auto;

b. a pickup or van that you own; or

c. a "trailer" used with a vehicle described in a. or b. above

9. Caused by or as a consequence of:

a. discharge of a nuclear weapon (even if accidental);

b. war (declared or undeclared) ;

c. civil war;

d. insurrection; or

e. rebellion or revolution.

10. From or as a consequence of the following , whether controlled or uncontrolled or however caused:

a. nuclear reaction;

b. radiation; or

c. radioactive contamination.

11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

a. competing in; or

b. practicing or preparing for
any prearranged or organized racing or speed contest.

12. Sustained while "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any products . This exclusion (12.) does not apply to shared expense car pools.

13. For which the United States Government is liable under the Federal Tort Claims Act.

14. Resulting from the intentional or criminal acts of an insured.

15. Caused by explosives , other than the fluids necessary for the operation of "your covered auto".

16. Sustained while "occupying" "your coverage auto" without the express or implied permission of you or a "family member".

17. Sustained by you or a "family member" while "occupying" a non-owned vehicle without the express or implied permission of the owner.

18. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

Limit of Liability

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";

2. Claims made;

3. Vehicles or premiums shown in the declarations; or

4. Vehicles involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A, Part C, Part G, or Part H of this policy.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgement that person receives under Part A, Part C, Part G or Part H of his policy.

Other Insurance

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- b. to demonstrate the vehicle;

Then we will provide primary insurance.

Part C: Uninsured Motorists Coverage**Insuring Agreement**

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident arising out of actual physical contact with "your covered auto".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgement for damages arising out of a suit brought without our written consent is not binding on us.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member"
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include

1. Loss of use of "your covered auto"
2. Damage to personal property contained in "your covered auto".

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case is limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member";
 - b. a vehicle which you or any "family member" are "occupying"; or
 - c. "your covered auto"
4. To which a liability bond or policy applies at the time of the accident but the boding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent

However "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit treads.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

Exclusions

A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member while occupying", or when struck by, any motor vehicle you own which is insured for this coverage on primary basis under any other policy.
3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
2. When "your covered auto" is being used as a public or livery conveyance. This exclusion (B.2) does not apply to share-the-expense car pool.
3. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
4. For the first \$ 200 of the amount of "property damage" to each of "your covered autos" as the result of any one accident. This exclusion (B.4) does not apply if:
 - a. we insure "your covered auto" for both Collision and Property Damage, Uninsured Motorists Coverage; and
 - b. the operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
5. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other product. This exclusion (A.5) does not apply to share-the-expense car pools.
6. While "occupying" any motorized vehicle having more or less than four wheels.
7. While "occupying" a vehicle located for use as a residence or premises.
8. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own ;or
 - c. a "trailer" used with a vehicle described in a. or b. above.
9. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest.
10. Which is caused by the spouse or a "family member" of the injured "insured".

C. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
 - a. workers' compensation law; or
 - b. disability benefits law.

2. Any insurer of property.

- D.** No payment will be made for loss paid or payable to the "insured" under Part D of this policy
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct

Limit of Liability

- A.** With respect to the Uninsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "uninsured motor vehicle"
1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
 2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident
 3. The limit of Property Damage Liability for all damages resulting from any one accident will be the lesser of:
 - a. the limit of liability shown in the Declarations; or
 - b. the actual cash value of "your covered auto".
 An adjustment for depreciation and physical condition will be made in determining actual value at the time of loss.

The limits of liability applicable to Uninsured Motorists Coverage are the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part D, underinsured Motorists Coverage or Personal Injury Protection Coverage of this policy.
- C.** We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. workers' compensation law; or
 2. disability benefits law
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
 then we will provide primary insurance

Arbitration

- A.** If we and "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured".
- from the owner or operator of an "insured motor vehicle" then the matter may be arbitrated. However, dispute concerning coverage under this part may not be arbitrated.
- Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B.** Any decision of the arbitrators will not be binding on either party.
- C.** Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

Part D: Coverage for Damage to your Auto**Insuring Agreement**

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:
1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
- If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.
- If a duly licensed automotive dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.
- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":
- | | |
|---------------------------------|------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water, or flood; |
| 2. Fire; | 7. Malicious mischief or vandalism |
| 3. Theft or larceny | 8. Riot or civil commotion; |
| 4. Explosion or earthquake; | 9. Contact with bird or animal; or |
| 5. windstorm; | 10. Breakage of glass. |
- If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".
- C.** "Non-owned auto" means:
1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody or being operated by you or any "family member"; or

2. Any auto "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction

However, non-owned auto does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

Rental Reimbursement

We will pay without application of a deductible, up to the limit shown in the Declarations as applicable to that vehicle, for:

1. Temporary transportation expenses incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for loss of use expenses if the loss is caused by:
 - a. other than "collision" only if the Declarations indicate that Other Than collision Coverage is provided for any "your covered auto".
 - b. "collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

if the loss is caused by a total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

If the loss is caused by other than theft of a "your covered auto" or a "non-owned auto" we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonable required to repair or replace the "your coverage auto" or the "non-owned auto".

Towing and Labor

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor cost coverage applicable to any "your covered auto" shown in the declarations. We will only pay for labor performed at the place of disablement.

Exclusions

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. damage due and confined to:
 - a. wear and tear;
 - b. freezing
 - c. mechanical or electrical breakdown or failure;
 - d. prior loss or damage;
 - e. manufacturer's defects ; or
 - f. road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto".
3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. discharge of any nuclear weapon (even if accidental);
 - c. war (declared or undeclared);
 - d. civil war

- e. insurrection; or
- f. rebellion or revolution.

4. Loss to:

a. any electronic equipment designed for the reproduction of sound including, but not limited to:

- (1) radios, stereos, receivers, amplifiers
- (2) tape decks; or
- (3) compact disc players.

b. any other electronic equipment that receives or transmit audio, visual or data signals, including but not limited to:

- (1) citizens band radios;
- (2) telephones;
- (3) two-way mobile radios;
- (4) scanning monitor receivers;
- (5) television monitor receivers;
- (6) video cassette recorders;
- (7) audio cassette recorders;
- (8) personal computers; or
- (9) fax machines.

c. tapes, records, discs, or other media used with equipment described in a. or b.; or

d. any other accessories used with equipment described in a. or b. This exclusion (4.) does not apply to:

a. equipment designed solely for the reproduction of sound and accessories used with such equipment provided:

- (1) the equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
- (2) the equipment is:
 - (a) removable from a housing unit which is permanently installed in the auto;
 - (b) designed to be solely operated by use of the power from the auto's electrical system; and
 - (c) in or upon "your covered auto" or any "non-owned auto"; at the time of the loss.

b. any other electronic equipment that is:

- (1) necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- (2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.

However, unless separately listed as additional equipment with a separate premium paid, we will not pay for loss in excess of \$ 500 for a covered equipment designed solely for the reproduction of sound and accessories used with such equipment.

5. Loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations.
7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
 - a. awnings or cabanas; or
 - b. equipment designed to create additional living facilities.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include, but are not limited to:
 - a. special carpeting and insulation , running boards, special windows, furniture or bars, control panels or consoles, wood trim, drapes, blinds or shades.
 - b. facilities for cooking and sleeping;
 - c. height extending roofs;

- d. custom murals' paintings or other decals or graphics; or
- e. caps or shells.

This exclusion (10.) does not apply to custom furnishings or equipment specifically identified and declared as additional equipment with premium shown in the Declarations.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business of:
 - a. selling
 - b. repairing
 - c. servicing;
 - d. storing; or
 - e. parking
 vehicles designed for use on public highways. This includes road testing and delivery.
12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer."
13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 any prearranged or organized racing or speed contest.
14. Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. you; or
 - b. any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.
15. Loss intentionally caused by or at the direction of you or a "family member".
16. Loss to any "your covered auto" or "non-owned auto" occurring while rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (16.) does not apply to shared expense car pools.
17. Loss to personal effects or personal property including, but not limited to, clothes, luggage, tools, tapes, compact discs, and sports equipment.
18. Loss caused by explosives, other than the fluids necessary for the operation of a motor vehicle.
19. Loss to additional equipment. Additional equipment includes, but is not limited to:
 - a. non-factory -installed wheels;
 - b. special wide-tread tires or slicks;
 - c. custom paint, striping, murals, decals or graphics;
 - d. non-factory-installed sun or moon roofs, T-bar roof, height extending roofs or special windows
 - e. customized engines;
 - f. modified suspension;
 - g. special lighting;
 - h. winches, plows, utility and/or tool boxes; or
 - i. any other custom changes which alter the use or appearance of "your covered auto" or a "non-owned auto"
 - j. the value in excess of \$500 for covered equipment designed solely for the reproduction of sound and accessories used with such equipment.
 This exclusion (19.) does not apply to additional equipment specifically identified and declared on the application with a premium shown in the Declarations.
20. Loss to "your covered auto" or a "non-owned auto" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

21. Loss to "your covered auto" or a "non-owned auto" caused by an "insured" operating a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force operator's license or permit cannot reasonably believe that he or she is entitled to operate that vehicle.
22. Loss to "your covered auto" or a "non-owned auto" resulting from the illegal activities of an "insured."

Limit of Liability

A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

B. However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500

C. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

D. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

Payment of Loss

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
 2. License fees; and
 3. Other fees;
- actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

No benefit to Bailee

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

Other Sources of Recovery

1. If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:
 - a. any coverage provided by the owner of the "non-owned auto"
 - b. any other applicable physical damage insurance;
 - c. any other source of recovery applicable to the loss.
3. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member"
 - a. for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
 then we will provide primary insurance.

Appraisal

A. If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Party its chosen appraiser; and
2. Bear the expense of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

Loss Payable Clause

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. The loss payee has no greater rights under this policy than the "insured". Where coverage is denied to the "insured" coverage is also denied to the loss payee. We reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Notwithstanding the deductible amount shown in the Declarations the applicable deductible for any loss for which payment is made to the loss payee who has repossessed and obtained title to "your covered auto" shall not exceed \$250. Upon payment of such loss you will pay us the difference between that \$250 and the deductible amount shown in the Declarations.

Part E: Duties after an Accident or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A.** We must be notified promptly of how, when, and where the accident or loss happened. Notice should also include the names and addresses of any "insureds", injured persons and of any witnesses.
- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and/or statements, while not in the presence of any other insured, and subscribe to same.
 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
 5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorist Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us a copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.
- E.** A person seeking Personal Injury Protection Coverage must also:
1. Submit, as often as we reasonably require, to physical and mental

exams by physicians we select. We will pay for these exams.

2. Give us written proof of claim, under oath if required. The proof of claim must include:
 - a. complete details of the nature and extent of the injuries and treatment received and contemplated, and
 - b. Any other information which may assist us in determining the amount due and payable.
3. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
4. Promptly send us copies of:
 - a. the summons and complaint ; or
 - b. other process
 served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

Part F: General Provisions**Bankruptcy**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

Changes

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is any change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible, or limits.
- If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our rules, as outlined in our manuals.
- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implemented the change in your state. This paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

Fraud

We do not provide coverage for any person seeking coverage who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss.

This provision does not apply to Part A - Liability Coverage.

Legal Action against Us

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

Our Right to Recover Payment

- A.** 1. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another shall be subrogated to that right. That person shall do:

- a. whatever is necessary to enable us to exercise our rights; and
- b. nothing after loss of prejudice them.

However, our right to recover damages does not arise until the insured has been made whole.

2. Our rights in this paragraph (A.1.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that person is entitled to do so.

3. Our rights in this paragraph (A.1.) do not apply under Part G if we:

- a. have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification

- a. that payment will be separate from any amount that "insured" is entitled to recover under the provisions of Part G; and
- b. we also have a right to recover the advanced payment. However, our right to recover payment does not arise until the insured has been made whole.

However, no notice of tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

4. Under Part H;

- a. This provision does not apply to accidental death
- b. Paragraph A.1. of this provision is replaced by the following;

If we make a payment under this coverage and the person to or from whom payment was made has a right to recover damages from that person shall;

- (1) hold in trust for us such rights of recovery;
- (2) do nothing after loss to prejudice them;
- (3) do whatever is necessary to secure these rights; and
- (4) execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

However, our right to recover damages does not arise until the insured has been made whole.

- B. 1. If we make a payment under this policy and the person to or from another, that person shall"

- a. hold in trust for us the proceeds of the recovery; and
- b. reimburse us to the extent of out payment.

However, our right to recover damages does not arise until the insured has been made whole.

2. Under the Part H. we will have a lien against the proceeds of the recovery. We may give notice to the lien to:

- a. the person or organization causing "bodily injury";
- b. the person's agent or insurer; or
- c. a court having jurisdiction in the matter.

Policy Period and Territory

- A. This policy applies only to accidents and losses which occur:

- 1. During the policy period as shown in the declarations; and
- 2. Within the policy territory.

- B. The policy territory is:

- 1. The United States of America, its territories or possessions;
- 2. Puerto Rico; or
- 3. Canada.

This policy also applies to loss, or accidents involving, "your covered auto" while being transported between their ports.

Termination

Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or

- b. giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the name insured shown in the declarations at the address shown in this policy:

- a. at least 10 days notice if cancellation is for nonpayment of premium; or
- b. at least 20 days notice on all other cases.

3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, you will cancel only:

- a. for non payment of premium; or
- b. if your driver's license or that of:

- (1) any driver who lives with you; or
- (2) any driver who customarily uses "your covered auto"

has been suspended or revoked. This must have occurred:

- (1) Any driver during the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, we will not cancel or non-renew this policy solely because of the administrative revocation or suspension of the driver's license of the owner or operator of a motor vehicle under Arkansas code 5-65-104; or

- c. If the policy was obtained through material misrepresentation.

Non-renewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end policy period. If the policy period is:

1. Less than 1 year, we will have the right not to renew or continue this policy at the end of the policy period.
2. One year or longer, we will have the right not to renew or continue this policy each anniversary of its original affective date.

Automatic termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the full pro rata unearned premium. However, we will refund you the full pro rata unearned premium if:

- a. you cancel this policy because:

- (1) you have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or

- (2) "your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) you are entering the armed forces of the United States of America; or

- (4) "your covered auto" was stolen or destroyed, and you request cancellation;

- (a) within 30 days following the date "your recovered auto" was stolen or destroyed; or

- (b) withing 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

- b. you cancel this policy but there remains in force with us a policy in your name insuring another auto.

- c. this policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If your policy cancels, for any reason, partial payment(s) will not reinstate or extend your policy coverage beyond the effective date of the cancellation. If your policy has expired and a renewal has been offered we will not accept partial payment(s) for said renewal to extend coverage.

Transfer of Your Interest in This policy

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

- 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
- 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your coverage auto".

B. Coverage will only be provided until the end of the policy period.

Two or More Auto Policies

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all policies shall not exceed the highest applicable limit of liability under any one policy.

Electronics Signatures

You and we agree that electronics signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires a signature or letter to be notarized, verified or acknowledged or made under oath, the electronic signature will satisfy this requirement if the signature of the person authorized to perform the service notarized, verification, or acknowledgement is attached to or logically associated with the signature of record.

Part G: Underinsured Motorists Coverage

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of "bodily injury",

- 1. Sustained by an "insured"; and
- 2. Used by an accident.

We will pay under this coverage only if 1. or 2. below applies:

- 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgements or settlements; or
- 2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. have been given prompt written notice by certified mail, return a receipt requested, of such tentative settlement; and
 - b. advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification. However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal

use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this endorsement means:

- 1. Your or any "family member"
- 2. any other person "occupying" "your covered auto"
- 3. any person for damages that person is entitled to recovered because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- 1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
- 2. Owned by or furnished or available for the regular use of you or any "family member"
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- 5. Designed mainly for use off public roads while not on public roads.
- 6. While located for use as a residence or premises.
- 7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
- 8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent

Exclusions

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

- 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by the "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- 3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

- 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
- 2. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
- 3. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.3.) does not apply to share-the-expense car pools.
- 4. While "occupying" any motorized vehicle having more or less than four wheels.
- 5. While "occupying" any vehicle located for use as a residence or premises.

6. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (6.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own; or
 - c. a "trailer" used with a vehicle described in a. or b. above
 7. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest.
 8. Which is caused by the spouse or a "family member" of the injured "insured".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law
- D. We do not provide Underinsured Motorist Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct

Limit of Liability

- A. With respect to the Underinsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "underinsured motor vehicle":
1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
 2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
- The limits of liability applicable to Underinsured Motorists Coverage are the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the declarations; or
 4. Vehicles involved in the accident
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part C or Part H of this policy.
- C. We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. Workers' compensation law; or
 2. Disability benefits law
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary

basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.
4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle
 then we will provide primary insurance

Arbitration

- A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

From the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.

- C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

- D. Unless both parties agree otherwise, arbitration will take place in the country in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

Additional Duties

A person seeking coverage under this part must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail, return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include

- a. written documentation of a monetary losses incurred, including copies of all medical bills;
- b. written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- c. written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

Part H: Personal Injury Protection Coverage

Insuring Agreement

- A. We will pay personal injury protection benefits to or for an "insured" who

sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or specific premium, is shown in the Declarations.

If a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member" for use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

1. Breakdown;
2. Repair; or
3. Servicing;

personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced.

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:

- a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
- b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury"

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expenses after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

Definitions

The following definitions are used in this part only:

1. "Occupying" means:
 - a. in our upon
 - b. entering into; or
 - c. alighting from.
2. With respect to medical payments "your covered auto" means a "motor vehicle" shown in the Declarations to which medical payments apply. This includes:
 - a. a "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

(1) Breakdown	(4) Loss; or
(2) Repair	(5) Destruction.
(3) Servicing;	
 - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations

to which work loss or accidental death applies. This includes:

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because

(1) Breakdown	(4) Loss; or
(2) Repair	(5) Destruction.
(3) Servicing;	
 - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
4. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads.
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
 5. "Named insured" means the person named in the Declarations.
 6. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. motorcycle; or
 - b. vehicle operated by human or animal power.
 7. "Private passenger auto" means a "motor vehicle" which is an:
 - a. private passenger;
 - b. station wagon' or
 - c. jeep type;
 automobile
 8. "Private passenger motor vehicle" means a "motor vehicle" which is an:
 - a. "private passenger auto"
 - b. pickup or van not customarily used for:
 - (1) occupational;
 - (2) professional; or
 - (3) business purposes, other than farming or ranching.
 - c. motorcycle.
 However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public livery conveyance for passengers.
 9. "Insured" means:
 - a. the "named insured" or any "family member" who sustains "bodily injury" while:
 - (1) "occupying" or
 - (2) a "pedestrian" struck by;
 a "motor vehicle"
 - b. any person who sustains "bodily injury":
 - (1) while:
 - (a) "occupying"; or
 - (b) a "pedestrian" struck by:
 "your covered auto".
 - (2) while "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (a) use of such "motor vehicle" by the "named insured"
 - (b) operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
 - (c) use of such "motor vehicle" by any "family member" if the "motor vehicle" is a private passenger auto" or trailer. However, this provision (b.(2)) does not apply to work loss or accidental death.

Exclusions

- A. We will not provide Personal Injury Protection Coverage for "bodily

Injury

1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" express or implied consent; or implied consent; or
 - b. not in lawful possession of "your covered auto".
 2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
 3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous; properties of nuclear material.
 4. Sustained while "occupying" any "motor vehicle" having more or less than four wheels.
 5. Sustained while "occupying" any vehicle located for use as a residence or premises.
 6. Sustained while "occupying" any "motor vehicle" located inside a facility designed for racing, for purposes of:
 - a. Competing in; or
 - b. Practicing or preparing for; any pre-arranged or organized racing or speed contest.
 7. Sustained while "occupying" any "motor vehicle" when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspaper, pizza, other types of food, or any other products. This exclusion (7.) does not apply to shared expense car pools.
 8. Resulting from the intentional criminal acts of an "insured".
 9. Caused by explosive, other than the fluids necessary for the operation of "your covered auto".
 10. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.
- B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
1. Worker's compensation law; or
 2. Employer's disability law.
- C.** We do not provide coverage for work loss or accidental death sustained by:
1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured".
 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or that "family member".
 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D.** We will not provide coverage for medical payments for "bodily injury"

sustained by:

1. The "name insured" while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured."
2. Any "family member" while "occupying" any "motor vehicle," other than "your covered auto", which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or that "family member."
3. Any "insured," other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or any "family member."
4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
5. Any "insured" other than the "named insured" or any "family member" while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
6. Any "insured" other than the "named insured" or any "family member":
 - a. while "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
 - (1) selling;
 - (2) repairing;
 - (3) servicing;
 - (4) storing;
 - (5) parking;
 - b. Arising out of the maintenance or use of any "motor vehicle" other than "your covered auto" or a motorcycle by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:
 - (1) "private passenger auto"; or
 - (2) trailer used with such "private passenger auto" or "your covered auto";
 by the "named insured" or his private chauffeur or domestic servant.
7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle". Without limiting this exclusion, any "insured": operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.

Payment of Benefits

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

Coordination of Coverage

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

Limit of Liability

The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "insureds";
2. Policies or bonds applicable;

3. Claims made; or
4. "Your covered autos"

Other Insurance

A. Any insurance we provide medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible insurance available to that "insured" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 2. To demonstrate the "motor vehicle";
- then we will provide primary insurance.

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other "motor vehicle" insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "name insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
 2. To demonstrate the "motor vehicle";
- Then we will provide insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Operator Coverage Endorsement

11 PA AR NO (01/05)

This endorsement applies only when the Declarations indicate form 11 PA AR NO (1/05) is applicable.

With respect to the individuals coverage listed in the Declarations, the provisions of the policy apply unless modified by this endorsement.

Definitions

The Definitions Section is amended as follows:

A. "You" and "your" refers only to the individual named in the Declarations.

The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:

- (1) has a gross vehicle weight of less than 10,000 lbs.; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

Part A: Liability Coverage

Part A is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. The Exclusion Section is amended as follows:

1. The exception to Exclusion A.3 is replaced by the following:

This exclusion (A.3) does not apply to "property damage" to a residence or private garage caused by a private passenger auto which is insured under this endorsement.

2. Exclusions A.6 and A.7 are replaced by the following:

We do not provide Liability Coverage for any "insured" maintaining or using any vehicle in the "business" of that "insured". This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.2 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.

4. Exclusion B.3 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by any "family member".

Part B Medical Payments Coverage

Part B is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Exclusion 8. Is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

Part C Uninsured Motorists Coverage

Uninsured Motorists Coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Item 3. In the definition of "uninsured motor vehicle" is amended as follows:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:

- a. You;
- b. A vehicle which you are "occupying"; or
- c. "your covered auto"

Part G Underinsured Motorists Coverage

Underinsured motorists coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member"

Part H: Personal Injury Protection Coverage

Personal Injury Protection Coverage is amended as follows:

A. The definition of insured is amended by deleting reference to "family member"

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:
 - (1) has a gross vehicle weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) accidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

C. Exclusion D.6 is replaced by the following

We will not provide coverage for medical payments for "bodily injury" sustained by any "insured" while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

This endorsement applies only when the Declarations indicate Accidental Death Benefit Coverage is in effect. This endorsement is not available if Personal Injury Protection coverage is elected on this policy.

Accidental Death Benefit Endorsement

11 PA KY AD (1/05)

We agree with you, subject to all provisions of this endorsement and to all of the provisions and definitions of this policy, except as modified herein, as follows.

Definitions

When used in reference to this coverage:

"Eligible injured person" means the named insured which occupying any motor vehicle.

"Motor vehicle" means a vehicle having more than three load bearing wheels of a kind required to be registered under the laws of this State relative to "motor vehicles". Designed primarily for operation upon the public streets, roads and highways and is driven by power other than muscular power. Also includes a "trailer" drawn by attached to such vehicle.

"Disappearance" means you will be presumed to have suffered a loss of life;

- a. your body has not been found within a year after the "disappearance" of a conveyance in which you were an occupant at the time of the disappearance.
- b. the disappearance of the conveyance was due to its wreck; and
- c. the policy would of covered injury resulting from the accident.

Accidental Death Benefit

We will pay the limit of liability shown on the Declarations. In the event of death of an eligible injured person which results directly and independently from all causes for bodily injury caused by accident and result from the maintenance or use of motor vehicle as a motor vehicle, if the death occurs within one year from the date of the accident.

Exclusions

This policy does not cover any loss resulting directly, from:

- a. Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane.
- b. War or act of war, whether declared or undeclared, or any aggression by armed forces, or where nuclear weapons are used.
- c. injury sustained while in the armed forces of any country or international authority.
- d. Injury sustained while voluntarily taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless prescribed for an administered by licensed physician; or

- e. Injury sustained while legally intoxicated from the used of alcohol while operating a motor vehicle.

Principle Sum

The principal sum amount shall be stated on the Declarations

Payment of Loss

All policy proceeds will be paid, upon our receipt of due proof of death of the eligible injured person, to the survivors, in equal shares a first of the following classes to have a survivor at your death.

- a. Spouse.
- b. Children.
- c. Parents.
- b. Brothers and Sisters.

If there is no survivor in these classes, payments will be made to your estate.

Physicians Exam

While a claim is pending, we have the right at our expense:

- 1. to have the person who has loss examined by a physician when and as often as we feel is necessary; and
- 2. to make an autopsy in case of death where it is not forbidden by law.

Limit of Liability

Regardless of the number of insured persons, eligible insured persons, policies or bonds applicable, claims made, or your covered autos to which this coverage applies, the limit of our liability under Accidental Death Benefits is limited of liability shown in the Declarations.

Duties After an Accident or Loss

As outlined in the Personal Auto Policy.

General Provisions

As outlined in the personal Auto Policy.

IMPORTANT NOTICE:

Replacement Parts

00 AR PA RP (1/05)

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER . THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.



Named Driver Exclusion Arkansas

We agree with you to provide an endorsement as follows: The insurance provided by this policy shall not apply to any loss, accident, or occurrence that arises out of the operation or other use of any vehicle by the named excluded driver.

Applicants Signature

X _____ Date _____ Time _____

00 PA US EX (01/05)



NOT IN HOUSEHOLD STATEMENT

Date: _____ Policy Number: _____

Agency Name: _____

I, _____, certify that the following person(s) **ARE NOT RESIDING IN MY HOUSEHOLD AND DO NOT HAVE ACCESS TO MY VEHICLES:**

I, _____, do hereby represent that I have listed all drivers/operators of the insured motor vehicle(s) on my insurance application. I have also listed all residents residing at my residence on my insurance application. Furthermore, I agree to disclose any new drivers/operators and/or new residents to the company should changes occur during the policy period. I am aware that any losses (claims) resulting from the above mentioned individual(s) operating an insured vehicle under my policy may be denied by the Company.

NAMED INSURED

AGENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECIEVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Star Casualty Insurance Company, Inc.
P.O. Box 45-1037, Miami, FL 33245-1037 · phone (305) 443-2829 fax (305-448-1816)



NON-LICENSED STATEMENT

Date: _____

Policy Number: _____

This is to certify that _____, whose Date of Birth is _____, does not have any of the following:

- A. Restricted or Learners License/Permit
- B. Operators or Chauffeur's License
- C. Out of State/ International/ Foreign Country License
- D. Florida License under Suspension or Revocation

I am aware that any losses resulting from the above mentioned individual operating an insured vehicle under my policy may be denied by the Company. I understand that if during the policy term, the listed individual obtains any of the above types of Licenses or Permits; I must immediately notify the Company in writing.

NAMED INSURED

State of Florida

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____,

by _____.

Notary Public State of Florida

My commission expires:

SEAL:



Star Casualty Insurance Co., Inc.

P.O. Box 45-1037, Miami, FL 33245

POLICY NUMBER		POLICY PERIOD 12:01 AM STANDARD TIME		TERM	PRODUCER NUMBER
	FROM:		TO:		-
NAMED INSURED AND ADDRESS			PRODUCER'S NAME AND ADDRESS		

COVERAGE ONLY APPLIES WHERE A PREMIUM IS SHOWN

THE INSURANCE AFFORDED IS ONLY IN RESPECT TO SUCH AND SO MANY OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGES SHALL BE STETED HEREIN SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS			
		VH#1	VH#2	VH#3	VH#4
Bodily Injury PIP Property Damage Medical Payments Uninsured/Underinsured Motorist BI Uninsured/Underinsured Motorist PD Comprehensive Collision Towing & Labor Collision Loss of Use Special Equipment SR22					
SUB-TOTALS :					
DISCOUNT/SURCHARGE TOTAL:					
PREMIUM:	SERVICE CHARGE:	POLICY FEE:	TOTAL:		

OP	NAME	D.O.B	SEX	M/S	LICENSE	PT	STATUS												
OP=OPERATOR TR=TERRITORY CL=CLASS SY=SYMBOL PT=POINTS EH=EXTRA HAZARD SURCHARGE RN=RENEWAL TR=TRANSFER MU=MULTI CAR DISCOUNT PF=PAID IN FULL HO=HOMEOWNER SL=STAR LEVEL DISCOUNT BU= BUSINESS USE SURCHARGE NO=NON-OWNER DISCOUNT SC=SENIOR DRIVER TRAINING DISCOUNT																			
VH	YR	MAKE	MODEL	VIN	OP	TR	CL	SY	PT	EH	RN	TR	MU	PF	HO	SL	BU	NO	SC
VH	YR	MAKE	MODEL	LOSS PAYEE															

FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:

THIS DECLARATIONS PAGE WITH THE COMBINATION CAR POLICY PROVISIONS OR POLICY JACKET TOGETHER WITH ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF COMPLETES THE ABOVE NUMBERED POLICY.

COUNTERSIGNED BY _____
AUTHORIZED REPRESENTATIVE



A Joint Privacy Notice On Behalf Of: Star Casualty Insurance Company

When you see the words *we*, *us*, or *our* within this *Joint Privacy Notice*, you should understand that those words include all of the above listed companies.

Our Commitment To Safeguarding Your Privacy

This *Joint Privacy Notice* is being provided to you to inform you of our practices and procedures regarding the sharing of *nonpublic personal information*. Nonpublic personal information is *personally identifiable financial information* about you, your family, or your household that we may obtain directly from you, that we may obtain as a result of our business dealings with you, or that we may obtain from any other source.

We do not engage in the practice of disclosing your nonpublic personal information to nonaffiliated third parties other than, as necessary, to provide quality insurance services to our customers. For instance, we do not sell your name, address or telephone number to telemarketers or to direct mail solicitors. We do not engage in "list-selling," and we do not offer your personal information to publishing houses, retailers, or coupon companies.

During the continuation of our customer relationship with you, we will also provide you with a copy of this Joint Privacy Notice at least once during each calendar year as part of a regular mailing, such as within a billing or a renewal notice or with a policy *and* at any time that you request in writing a copy of this Joint Privacy Notice. Further, because Federal and state laws, regulations and business practices can change at any time, we may revise this *Joint Privacy Notice* accordingly. Once you cease to be a policyholder, we will stop sending you annual privacy notices.

Information We May Collect And Use

During the course of reviewing your application for insurance coverage and deciding whether or not to underwrite the insurance policy for which you have applied, and, if we issue you a policy, during the course of providing services to you as required by the policy, we collect and evaluate information from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates or others;
- Information we receive from consumer reporting agencies; and
- Information we receive from a state or federal agency.

It is important for us to collect and use this information to properly provide, administer, and perform services on your behalf. We could not provide optimum service to you without collecting and using this information.

Information We May Disclose

We regard all of your personal information as confidential. Therefore, we do not disclose any nonpublic personal information about our customers or former customers to

anyone except as permitted by law. In the course of conducting our business dealings, we may disclose to other parties certain information we have about you. These disclosures are only made in accordance with applicable laws, and may include disclosures to reinsurers, administrators, service providers, consultants and regulatory or governmental authorities. Furthermore, certain disclosures of information will be made to your Star Casualty insurance agent and any Star Casualty personnel authorized to have access to your personal information for the purpose of administering your business and providing services to you.

We may disclose the following categories of information to companies that perform services on our behalf or to other financial institutions with which we have joint marketing agreements:

- Information we receive from you on applications or other forms, such as your name, address, social security number or county.
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premium, loss history and payment history; and
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

These entities with which we share personal information are required to maintain the confidentiality of that information. We do not authorize these parties to use or disclose your personal information for any purpose other than for the express purpose of performing work on our behalf or as required or permitted by law.

How We Maintain The Confidentiality And Security Of Your Information

We carefully restrict access to non-public personal information to our employees, our independent contractor insurance agents, our service contract providers, and our affiliates and subsidiaries. The right of our employees, our independent contractor insurance agents, our service contract providers, and our affiliates and subsidiaries to further disclose and use the information is limited by our employee handbook, agent's manual, applicable law, and non-disclosure agreements where appropriate. We maintain physical, electronic, and procedural safeguards that comply with federal and state law to guard your non-public personal information.

Conclusion

If you have any question or comments concerning this *Joint Privacy Notice* or our privacy standards and procedures, then please write us at 5539 SW 8th Street, Coral Gables, FL, 33134. Our functional regulators are the States of Arkansas, Florida, and Tennessee Departments of Insurance. If we cannot resolve your concerns or answer your questions, feel free to contact our regulator in your state.

This Privacy Notice describes our company's privacy policy and practices in accordance with the Gramm-Leach-Bliley Act, 15 USC §6801, and with various state-specific privacy/financial information laws and regulations in the states in which our company does business.

SERFF Tracking Number: *STCI-125786234*

State: *Arkansas*

Filing Company: *Star Casualty*

State Tracking Number: *#178282 \$50*

Company Tracking Number: *200809*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *auto*

Project Name/Number: *Form/1*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: STCI-125786234

State: Arkansas

Filing Company: Star Casualty

State Tracking Number: #178282 \$50

Company Tracking Number: 200809

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: auto

Project Name/Number: Form/1

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

09/22/2008

Comments:

Uniform Transmittal Document

Attachment:

fax001432034.pdf

Satisfied -Name: Cover Letter

Review Status:

Approved

09/22/2008

Comments:

Attachment:

coverletterformfiling.docx

Property & Casualty Transmittal Document

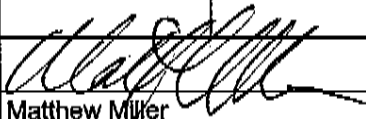
Resub Form

<div style="border: 1px solid black; padding: 5px; text-align: center;"> Reserved for Insurance Dept. Use Only </div>	<div style="border: 1px solid black; padding: 2px; text-align: center;"> Insurance Department Use only </div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	<div style="display: flex; justify-content: space-between;"> <div>New Business</div> <div></div> </div>	
	<div style="display: flex; justify-content: space-between;"> <div>Renewal Business</div> <div></div> </div>	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Star Casualty Insurance Company			Group NAIC #	32387
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
Star Casualty Insurance Company	Florida	32387	65-0071432		

5. Company Tracking Number	SCIC-AR-20080829
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Matthew Miller 5539 SW 8th St Miami, FL 33134	Asst. Product Manager	305-398-4730	786-363-0597	mmiller@starcasualty.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Matthew Miller		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto (PPA)
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 9/29/2008 Renewal: N/A
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	32387 Star Casualty
18. Company's Date of Filing	8/29/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Effective March 1, 2007

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	SCIC-AR-20080829			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Additional Equipment Endorsement	#1 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Agency Payment Receipt	#2 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Fax Premium Transmittal Form	#3 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Medical Certification	#4 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Vehicle Inspection Report	#5 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	PPA Endorsement	#6 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Automobile Insurance Application	#7 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	EFT Application	#8 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Automated Credit Authorization	#9 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Recurring Credit Card Payment Application Change Form	#10 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Effective March 1, 2007

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		SCIC-AR-20080829		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	SR-22	#11 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Policy Jacket	#12 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Named Driver Exclusion	#13 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Not in Household	#14 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Not Licensed	#15 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Dec Page	#16 8/29/2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	SCIC-AR-20080829
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This is our initial Form Filing with the state of Arkansas. This filing includes all of the forms which will be used within our Policy Management System and through our Independent Agencies.

This filing has the proposed date of 9/29/2008. We will notify you if this date changes. This form does not affect rates.

[View Complete Filing Description](#)

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #:

Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

SERFF Tracking Number: *STCI-125786234*

State: *Arkansas*

Filing Company: *Star Casualty*

State Tracking Number: *#178282 \$50*

Company Tracking Number: *200809*

TOI: *19.0 Personal Auto*

Sub-TOI: *19.0001 Private Passenger Auto (PPA)*

Product Name: *auto*

Project Name/Number: *Form/1*

Attachment "coverletterformfiling.docx" is not a PDF document and cannot be reproduced here.

<i>SERFF Tracking Number:</i>	<i>STCI-125786234</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Star Casualty</i>	<i>State Tracking Number:</i>	<i>#178282 \$50</i>
<i>Company Tracking Number:</i>	<i>200809</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>auto</i>		
<i>Project Name/Number:</i>	<i>Form/1</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Automobile Insurance Application	08/29/2008	Application_for_Insurance-AR-new.pdf
No original date	Form	Policy Jacket	09/16/2008	allpagesFINALREV-SEP1508.pdf
No original date	Form	Policy Jacket	08/29/2008	allpagesCORRECTIONS082208-FRIDAY.pdf
No original date	Form	Named Driver Exclusion	08/29/2008	Driver Exclusion Form.pdf

Star Casualty Insurance Company P.O. Box 451037 Miami, FL 33134 Phone: 1-877-STAR-210					Automobile Insurance Application Policy Number: Policy Effective: Policy Term: Months										
AGENT INFORMATION					SELECTED PAYMENT PLAN										
Agent Code#: - State Lic #: Phone#:															
GENERAL APPLICANT INFORMATION															
Applicant: Address: Home Phone: Work Phone:				Territory:			Applicant Garaging Address: (if different) Homeowner? (If yes, attach proof)		Previous Carrier: Previous Policy #: Length of Prior Policy: Prior Policy Expiration Date: Prior Limits BI						
LIENHOLDER(S)															
Vehicle		Name		Street		City	St	Zip	Type						
VEHICLES															
Veh No.	Year	Make	Model	Style	Miles one way	Sym	VIN Number	Bus. Use	Extra Hazard	Prior Damage					
COVERAGE AND LIMITS OF LIABILITY															
Coverage applies only where premium is indicated. WARNING: The policy does not cover loss to equipment not installed by the vehicles original manufacturer unless coverage for equipment is listed below under additional equipment. Include value and description for each item.															
<u>Coverages</u>					<u>Limits and Deductibles</u>					<u>Premiums</u>					
Bodily Injury Liability PIP Property Damage Liability Uninsured/Underinsured Motorists Bodily Injury Uninsured/Underinsured Motorists Property Damage Medical Payments Rental Reimbursement Per Day Towing Limit Per Day Comprehensive Deductibles Collision Deductibles Custom/Additional Equip. SR22															
					Service charge:					Policy Fee:		Total:			
DRIVERS															
Complete this section for all persons 14 or older living in your household and all other persons who use your vehicle on a regular basis.															
Driver Name		SS#	Sex	MS	Rel	DOB	Cls	License		St	Yrs	SR22(s)	Case#	Use	Miles
THIS APPLICATION BECOMES PART OF YOUR INSURANCE POLICY															
Form 11 PA AR AP (10/07)Page 1 of 5															

POLICY NUMBER:

EMPLOYER INFORMATION

Name	Employer	Street	City	ST	Zip	Occupation
------	----------	--------	------	----	-----	------------

INCIDENTS, ACCIDENTS, LICENSE SUSPENSIONS AND EXPIRATIONS

Identify all incidents, accidents, license suspensions and expirations during the previous 35 months (*include out of state*).

Drv No.	Date	Description	Points	Drv No.	Date	Description	Points
---------	------	-------------	--------	---------	------	-------------	--------

DISCOUNTS

DRIVER EXCLUSION

Name	DOB	Sex	Relation	Name	DOB	Sex	Relation
------	-----	-----	----------	------	-----	-----	----------

"We" agree with "You" that such insurance as is afforded by the policy shall not apply with respect to any automobile or it's use while such automobile is in the care, custody or control of; or is being operated by any individual designated above.

AUTHORIZATION FOR BANK DRAFT

I, the above named customer, hereby authorize the Company to originate charges to my bank account for all payments related to this application for insurance, endorsements or renewal of the same. Either party may terminate this authorization and payment method at any time upon written notice.

Bank Name _____

Routing Number _____ Account Number _____

Signature of Applicant _____ Date _____

POLICY NUMBER:

GENERAL QUESTIONS

1. Have all household residents 14 years of age or older, all regular operators of the vehicles described in this application, and all children who live away from home who drive these vehicles, even occasionally, been disclosed in the "Drivers and household residents" section? (If no, please explain below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
2. Is the address listed on the application the same for all drivers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
3. Does any driver listed on the application reside outside of the state of Arkansas for 2 months or more per year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
4. Is the garaging address of each vehicle the same as the mailing address listed on the application?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
5. Are any of your vehicles used for delivery, limousine or taxi service, for courier or escort service, or for commercial pick up or delivery purposes, including but not limited to delivery of magazines, pizza, food, mail, newspaper or farm produce?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
6. Are any listed vehicles used in the course of any drivers business or occupation (other than driving back and forth to work)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL
7. Are there other vehicles in your household not listed on this application?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ INITIAL

Notes and Remarks: (Include reference to vehicle and driver for each explanation)

REJECTION / SELECTION OF UNINSURED / UNDERINSURED MOTORIST COVERAGE

Arkansas law requires that all liability policies include Uninsured Motorist Coverage unless the Insured rejects such coverage. Uninsured/Underinsured Motorist Bodily Injury Coverage is available in an amount equal to the limits of your liability coverage. Uninsured/Underinsured Motorist Bodily Injury Coverage protects you, your resident relatives, and occupants of a covered vehicle if any sustain bodily injury, including any resulting death, in an accident in which the owner or operator of a motor vehicle who is legally liable does not have (an uninsured motorist) or does not have enough insurance (an underinsured motorist). The policy limits you select for Underinsured Motorist Coverage shall not be reduced by those amounts available for payment under all applicable bodily injury liability insurance policies covering persons liable to the injured, insured, except to the extent that the injured insured would receive compensation in excess of verifiable damages.

- ☐ I expressly reject Uninsured/Underinsured Motorists insurance and direct the insurer to issue my policy without this coverage.
- ☐ I select Uninsured/Underinsured Motorists BI/PD coverage at limits lower than liability BI/PD limits as indicated on the front of this form.

Signature of Applicant _____ Date _____

POLICY NUMBER:

REJECTION OF UNINSURED PROPERTY DAMAGE PROTECTION COVERAGE

Uninsured Property Damage Coverage is available in an amount equal to the limits of your liability coverage. Uninsured Motorist Property Damage Coverage protects your covered vehicle in an accident in which the owner or operator of a motor vehicle who is legally liable does not have insurance (an uninsured motorist).

I understand and agree that the rejection shall be binding on all persons injured under the policy, and that this rejection shall apply to any renewal, reinstatement, substitute, amended, or replacement policy with this company or any affiliated company, unless a named insured submits a written request to add the coverage and pays the additional premium.

I reject the Uninsured/Underinsured Motorist Coverage in its entirety.

Signature of named insured

X _____ Date _____ Time _____

REJECTION OF PERSONAL INJURY PROTECTION COVERAGE

I have been offered Personal Injury Protection Coverage as part of my personal auto policy. I have fully rejected the option to purchase Personal Injury Protection Coverage. Arkansas law requires that all Liability policies offer No-Fault Personal Injury Protection Coverage in amounts no less than the statutory limits, unless a named insured rejects such coverage. I understand that Personal Injury Protection Coverage provides protection for me and any family member or any other person occupying my covered auto with my permission, injured while occupying or when struck by a motor vehicle designed mainly for use on public roads. I understand that Personal Injury Protection Coverage could provide up to \$5,000 Medical and Hospital Benefits, a \$5,000 Accidental Death Benefit, and Statutory Income Disability Benefits.

I understand and agree that this rejection of Personal Injury Protection Coverage shall be binding on all persons injured under the policy, and that this election shall also apply to any renewal, reinstatement, substitute, amended, altered, modified or replacement policy with this company or any affiliated company, unless a named insured submits a written request to add the coverage and pays the additional premium.

Signature of named insured

X _____ Date _____ Time _____

APPLICATION AGREEMENT

Verification of Content

I declare that the statements contained herein are true to the best of my knowledge and belief and do agree to pay any surcharges applicable under the Company rules which are necessitated by inaccurate statements. I declare that no persons other than those listed in this application regularly operate the vehicle(s) described in this application. I understand that this policy may be rescinded and declared void if this application contains any false information or if any information that would alter the Company's exposure is omitted or misrepresented. I acknowledge that this application was fully and completely explained to me by an authorized Star Casualty agent of my own choosing.

Notice of information practices

I acknowledge that in connection with this application and premium quotation, the Company may collect information from consumer reporting agencies, such as driving record, claims, and credit history reports. The Company may use an insurance credit score based on the information contained in that credit history report. This information will be used to underwrite my insurance and provide an accurate quote in an appropriate underwriting company. Future reports may be used to update or renew the insurance.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I affirm that

None of the vehicles listed in this application will be used to pick up or deliver persons or property for compensation or a fee, including but not limited to delivery of magazines, newspapers, mail, food (including pizza), or any other products.

If I make my initial payment by electronic funds transfer, check, draft or other remittance, the coverage afforded under this policy is conditioned on payment to the Company by the financial institution. If a transfer, check, draft or other remittance is not honored by the financial institution, the Company shall be deemed not to have accepted the payment and this policy shall be void.

If I make my initial payment by credit card, the coverage afforded under this policy is conditioned on payment to the Company by the card issuer. I understand that if the company is unable to collect my initial payment from the card issuer, the company shall be deemed not to have accepted the payment and this policy shall be void. I also understand that if I authorize a credit card transaction for any payment other than the initial payment, this policy will be subject to cancellation for nonpayment of premium if the Company is unable to collect payment from the card issuer. The Company is

POLICY NUMBER:

APPLICATION AGREEMENT (con't)

deemed "unable to collect" in the following instances: (1) when I reach my credit limit on my credit card and the card issuer refuses the charge; (2) when the card issuer cancels or revokes my credit card; or (3) when the credit card issuer does not pay Company, for any reason whatsoever, upon the Company's request.

Agent compensation disclosure

The insurance producer that sold you the policy is a licensed insurance agent authorized by Star Casualty and by other insurance companies to solicit business on their behalf. We will pay your agent a commission for placing your policy with us. Your agent may also be eligible for additional compensation, based on the volume and profitability of certain business he or she places with us.

Other charges

I agree to pay the fees shown on my billing statement that become due during the policy term and each renewal policy term in accordance with the payment plan I have selected. I understand that the amount of these fees may change upon policy renewal or if I change my payment plan. I also understand that the amount of these fees may change if my premium is increased due to inaccurate or incomplete information in this application.

I understand that a service charge of \$20.00 will be assessed to the balance due on my policy if any check offered in payment is not honored by my bank or other financial institution. Imposition of such a charge shall not deem the Company to have accepted the check unconditionally.

I agree to pay a reinstatement fee of \$5.00 during the policy term and each renewal term when my coverage is reinstated following a cancellation or lapse. I understand that my acknowledgement of a reinstatement fee does not obligate the company to reinstate coverage following a cancellation or lapse

Signature of named insured

X _____ Date _____ Time _____

Producer signature

The undersigned hereby warrants and certifies that the information contained herein is correct to his/her knowledge, that this application was fully and completely explained to the insured, that this application was completed and then signed by the insured, that a completed copy has been given to the insured, and that the undersigned will retain a copy hereof.

Signature of producer

X _____ Date _____ Time _____



Insurance Company

5539 South West 8th Street • Miami, FL 33134
(NAIC# 32387)

PRIVATE PASSENGER AUTO POLICY

ARKANSAS

Your Quick Reference Guide

Agreement.....	2	Part E: Duties after an Accident or Loss.....	9
Definitions.....	2	Part F: General Provisions.....	9
Part A: Liability Coverage.....	2	Bankruptcy.....	2
Insuring Agreement.....	2	Changes.....	9
Supplementary Payments.....	2	Fraud.....	9
Limit of Liability.....	3	Legal Action against Us.....	9
Out of State Coverage.....	3	Our Right To Recover Payment.....	9
Financial Responsibility.....	3	Policy Period and Territory.....	10
Other Insurance.....	3	Termination.....	10
Additional Interest.....	4	Other Termination Provisions.....	10
Part B: Medical Payments Coverage.....	4	Transfer of Your Interest in This Policy.....	11
Insuring Agreement.....	4	Two or More Auto Policies.....	11
Exclusions.....	4	Part G: Underinsured Motorist Coverage.....	11
Other Insurance.....	5	Insuring Agreement.....	11
Part C: Uninsured Motorists Coverage.....	5	Exclusions.....	11
Insuring Agreement.....	5	Limit of Liability.....	12
Exclusions.....	5	Other Insurance.....	12
Limit of Liability.....	6	Arbitration.....	12
Other Insurance.....	6	Additional Duties.....	12
Arbitration.....	6	Part H: Personal Injury Protection Coverage.....	12
Part D: Coverage for Damage to Your Auto.....	6	Insuring Agreement.....	12
Insuring Agreement.....	6	Definitions.....	13
Rental Reimbursement.....	7	Exclusions.....	13
Towing and Labor.....	7	Payment of Benefits.....	14
Exclusions.....	7	Coordination of Coverage.....	14
Limit of Liability.....	8	Limit of Liability.....	14
Payment of Loss.....	8	Other Insurance.....	15
No benefit to Bailee.....	8	Named Operator Coverage Endorsement.....	15
Other Sources of Recovery.....	8	Accidental Death Benefit Endorsement.....	15
Appraisal.....	9	Replacement Parts.....	16
Loss Payable Clause.....	9		

11 PA AR PO (1/05)**Agreement**

In return for payment of the premium and subject to all terms of this policy, we agree with you as follows:

Definitions

- A.** Throughout this policy "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.
- B.** "We", "us" and "our" refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased or rented:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in quotation marks when used.
- D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E.** "Business" includes trade, profession, or occupation.
- F.** "Family member" means a person related to you by blood, marriage, or adoption who is resident of your household. This includes a ward or foster child.
- G.** "Occupying" means in, upon, getting in, on, out or off.
- H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I.** "Trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- J.** "Your covered auto" means:
1. Any vehicle shown in the Declarations.
 2. Any of the following types of vehicles on the date you become the owner.

a. a private passenger auto; or

b. a pickup or van that:

(1) has a Gross Vehicle Weight of less than 10,000 lbs; and

(2) is not used for the delivery or transportation of goods and materials unless such use is:

(a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) for farming or ranching.

This provision (J.2.) applies only if:

a. you acquire the vehicle during the policy period;

b. you ask us to insure it within 30 days after you become the owner; and

c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle replaced. If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. breakdown;

d. loss; or

b. repair

e. destruction

c. servicing;

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.

5. With respect to Coverage for Damage to Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

Part A: Liability Coverage**Insuring Agreement**

A. We will pay damages, other than punitive or exemplary, for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance, or use of any auto or "trailer".

2. Any person using "your covered auto".

3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision (b.4) applies only if the person or organization does not own or hire the auto or "trailer".

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an "insured".

1. Premiums on appeal bonds and bonds to release attachments in any suit we defend.

2. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

3. Other reasonable expenses incurred at our request.

Exclusions

A. We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or property damage"

2. For "property damage" to property owned or being transported by that "insured".

3. For "property damage" to property:

a. rented to;

b. used by; or

c. in the care of

that "insured". This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" occurring during the course of employment. This exclusion (A.4) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance.

This exclusion (A.5.) does not apply to:

- a. that "insured's" liability for "bodily injury" sustained by a passenger who is not charged a fee; or
 - b. a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
- a. selling; d. storing; or
 - b. repairing e. parking
 - c. servicing;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6) does not apply to the ownership, maintenance, or use of "your covered auto" by:
- a. you;
 - b. any "family member"; or
 - c. any partner, agent, or employee of you or any "family member"
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6 This exclusion (A.7.) does not apply to the maintenance or use of a:
- a. private passenger auto;
 - b. pickup or van that:
 - (1) you own, or
 - (2) you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

(a) breakdown	(d) loss; or
(b) repair;	(e) destruction; or
(c) servicing;	
 - c. "trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
9. For "bodily injury" or "property damage" for which that "insured":
- a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. American Nuclear Insures;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada
10. For "bodily injury" to you or any "family member".
- B. We do not provide Liability Coverage for ownership, maintenance or use of:
1. Any vehicle which:
 - a. has more or less than four wheels; or
 - b. is designed mainly for use off public roads
 This exclusion (B.1.) does not apply to any "trailer"
 2. Any vehicle, other than "your covered auto", which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
 3. Any vehicle, other than "your covered auto", which is:
 - a. owned by any "family member"; or
 - b. furnished or available for the regular use of any "family member".
 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 any prearranged or organized racing or speed contest.
 5. Any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited

to delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.5.) does not apply to shared expenses car pools.

- C. We do not provide Liability Coverage for any "insured" for:
1. Any liability assumed by an "insured" under any contract or bailment.
 2. "Bodily injury" or "property damage" due to nuclear reaction, radiation, or contamination.
 3. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.
 4. "Bodily injury" or "property damage" caused by the dumping, discharge, or escape of any irritants, pollutants or contaminants other than the fluids necessary for the operation of "your covered auto"
 5. "Bodily injury" or "property damage" caused by explosives, other than the fluids necessary for the operation of "your covered auto".
 6. Punitive or exemplary damages which are imposed to:
 - a. punish a wrongdoer; and
 - b. deter other from similar conduct
 7. "Bodily injury" or "property damage" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

Limit of Liability

- A. The limit of liability shown in the Declarations for each person for Bodily injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services of death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds"
2. Claim made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B, Part C, Part G or Part H of this policy.

Out of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

Financial Responsibility

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. You must reimburse us if we make a payment that we would not have made if this policy were not certified as proof of financial responsibility

Other Insurance

1. If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

2. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member".

- a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
- then we will provide primary insurance.

Additional Interest

Liability coverage shall also apply to each additional interest named in the Declarations with respect to the "your covered auto" identified with that interest.

Coverage afforded to an additional interest is excess over any other valid and collectible insurance.

The designation of an additional interest shall not operate to increase our limits of liability and provides the additional interest with no greater rights than those of the "insured".

Part B: Medical Payments Coverage

Insuring agreement

A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury"

- 1. Caused by accident; and
- 2. Sustained by an "insured"

We will pay only those expenses incurred for services rendered within 2 years from the date of the accident.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to extend of the coverage provided, if any, to the automobile being repair or serviced.

B. "Insured" as used in this Part means:

- 1. You or any "family member"
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
 - a motor vehicle designed for use mainly on public roads or a trailer of any type.
- 2. Any other person while "occupying" "your covered auto".

Exclusions

We do not provide Medical Payments coverage for any "insured" for "bodily injury"

- 1. Sustained while "occupying" any motorized vehicle having more or less than four wheels.
- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to:
 - a. "Bodily injury" sustained by passenger who is not charged a fee; or
 - b. A share-the-expense car pool.
- 3. Sustained while "occupying" any vehicle located for use as a residence or premises.
- 4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- 5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is :
 - a. owned by you; or
 - b. furnished or available for your regular use.
- 6. Sustained while "occupying" or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by any "family member"; or

b. furnished or available for the regular use of any "family member".

- 7. Sustained while "occupying" a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid , in force operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own; or
 - c. a "trailer" used with a vehicle described in a. or b. above
- 9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared) ;
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
- 10. From or as a consequence of the following , whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for
 - any prearranged or organized racing or speed contest.
- 12. Sustained while "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any products . This exclusion (12.) does not apply to shared expense car pools.
- 13. For which the United States Government is liable under the Federal Tort Claims Act.
- 14. Resulting from the intentional or criminal acts of an insured.
- 15. Caused by explosives , other than the fluids necessary for the operation of "your covered auto".
- 16. Sustained while "occupying" "your coverage auto" without the express or implied permission of you or a "family member".
- 17. Sustained by you or a "family member" while "occupying" a non-owned vehicle without the express or implied permission of the owner.
- 18. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

Limit of Liability

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the declarations; or
- 4. Vehicles involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A, Part C, Part G, or Part H of this policy.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgement that person receives under Part A, Part C, Part G or Part H of his policy.

Other Insurance

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- b. to demonstrate the vehicle;

Then we will provide primary insurance.

Part C: Uninsured Motorists Coverage**Insuring Agreement**

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident arising out of actual physical contact with "your covered auto".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgement for damages arising out of a suit brought without our written consent is not binding on us.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member"
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include

1. Loss of use of "your covered auto"
2. Damage to personal property contained in "your covered auto".

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case is limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member";
 - b. a vehicle which you or any "family member" are "occupying"; or
 - c. "your covered auto"
4. To which a liability bond or policy applies at the time of the accident but the boding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent

However "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit treads.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

Exclusions

A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member while occupying", or when struck by, any motor vehicle you own which is insured for this coverage on primary basis under any other policy.
3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
2. When "your covered auto" is being used as a public or livery conveyance. This exclusion (B.2) does not apply to share-the-expense car pool.
3. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
4. For the first \$ 200 of the amount of "property damage" to each of "your covered autos" as the result of any one accident. This exclusion (B.4) does not apply if:
 - a. we insure "your covered auto" for both Collision and Property Damage, Uninsured Motorists Coverage; and
 - b. the operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
5. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other product. This exclusion (A.5) does not apply to share-the-expense car pools.
6. While "occupying" any motorized vehicle having more or less than four wheels.
7. While "occupying" a vehicle located for use as a residence or premises.
8. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own ;or
 - c. a "trailer" used with a vehicle described in a. or b. above.
9. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest.
10. Which is caused by the spouse or a "family member" of the injured "insured".

C. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
 - a. workers' compensation law; or
 - b. disability benefits law.

2. Any insurer of property.

- D.** No payment will be made for loss paid or payable to the "insured" under Part D of this policy
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct

Limit of Liability

- A.** With respect to the Uninsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "uninsured motor vehicle"
1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
 2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident
 3. The limit of Property Damage Liability for all damages resulting from any one accident will be the lesser of:
 - a. the limit of liability shown in the Declarations; or
 - b. the actual cash value of "your covered auto".
 An adjustment for depreciation and physical condition will be made in determining actual value at the time of loss.

The limits of liability applicable to Uninsured Motorists Coverage are the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part D, underinsured Motorists Coverage or Personal Injury Protection Coverage of this policy.
- C.** We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. workers' compensation law; or
 2. disability benefits law
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
 then we will provide primary insurance

Arbitration

- A.** If we and "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured".
- from the owner or operator of an "insured motor vehicle" then the matter may be arbitrated. However, dispute concerning coverage under this part may not be arbitrated.
- Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B.** Any decision of the arbitrators will not be binding on either party.
- C.** Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

Part D: Coverage for Damage to your Auto**Insuring Agreement**

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:
1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
- If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.
- If a duly licensed automotive dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.
- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":
- | | |
|---------------------------------|------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water, or flood; |
| 2. Fire; | 7. Malicious mischief or vandalism |
| 3. Theft or larceny | 8. Riot or civil commotion; |
| 4. Explosion or earthquake; | 9. Contact with bird or animal; or |
| 5. windstorm; | 10. Breakage of glass. |
- If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".
- C.** "Non-owned auto" means:
1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody or being operated by you or any "family member"; or

2. Any auto "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction

However, non-owned auto does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

Rental Reimbursement

We will pay without application of a deductible, up to the limit shown in the Declarations as applicable to that vehicle, for:

1. Temporary transportation expenses incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for loss of use expenses if the loss is caused by:
 - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

if the loss is caused by a total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

If the loss is caused by other than theft of a "your covered auto" or a "non-owned auto" we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonable required to repair or replace the "your covered auto" or the "non-owned auto".

Towing and Labor

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor cost coverage applicable to any "your covered auto" shown in the declarations. We will only pay for labor performed at the place of disablement.

Exclusions

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. wear and tear;
 - b. freezing
 - c. mechanical or electrical breakdown or failure;
 - d. prior loss or damage;
 - e. manufacturer's defects ; or
 - f. road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto".
3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. discharge of any nuclear weapon (even if accidental);
 - c. war (declared or undeclared);
 - d. civil war

- e. insurrection; or
- f. rebellion or revolution.

4. Loss to:

a. any electronic equipment designed for the reproduction of sound including, but not limited to:

- (1) radios, stereos, receivers, amplifiers
- (2) tape decks; or
- (3) compact disc players.

b. any other electronic equipment that receives or transmit audio, visual or data signals, including but not limited to:

- (1) citizens band radios;
- (2) telephones;
- (3) two-way mobile radios;
- (4) scanning monitor receivers;
- (5) television monitor receivers;
- (6) video cassette recorders;
- (7) audio cassette recorders;
- (8) personal computers; or
- (9) fax machines.

c. tapes, records, discs, or other media used with equipment described in a. or b.; or

d. any other accessories used with equipment described in a. or b. This exclusion (4.) does not apply to:

a. equipment designed solely for the reproduction of sound and accessories used with such equipment provided:

- (1) the equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
- (2) the equipment is:
 - (a) removable from a housing unit which is permanently installed in the auto;
 - (b) designed to be solely operated by use of the power from the auto's electrical system; and
 - (c) in or upon "your covered auto" or any "non-owned auto"; at the time of the loss.

b. any other electronic equipment that is:

- (1) necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- (2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.

However, unless separately listed as additional equipment with a separate premium paid, we will not pay for loss in excess of \$ 500 for a covered equipment designed solely for the reproduction of sound and accessories used with such equipment.

5. Loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations.
7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
 - a. awnings or cabanas; or
 - b. equipment designed to create additional living facilities.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include, but are not limited to:
 - a. special carpeting and insulation , running boards, special windows, furniture or bars, control panels or consoles, wood trim, drapes, blinds or shades.
 - b. facilities for cooking and sleeping;
 - c. height extending roofs;

- d. custom murals' paintings or other decals or graphics; or
- e. caps or shells.

This exclusion (10.) does not apply to custom furnishings or equipment specifically identified and declared as additional equipment with premium shown in the Declarations.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business of:
 - a. selling
 - b. repairing
 - c. servicing;
 - d. storing; or
 - e. parking
 vehicles designed for use on public highways. This includes road testing and delivery.
12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer."
13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 any prearranged or organized racing or speed contest.
14. Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. you; or
 - b. any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.
15. Loss intentionally caused by or at the direction of you or a "family member".
16. Loss to any "your covered auto" or "non-owned auto" occurring while rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (16.) does not apply to shared expense car pools.
17. Loss to personal effects or personal property including, but not limited to, clothes, luggage, tools, tapes, compact discs, and sports equipment.
18. Loss caused by explosives, other than the fluids necessary for the operation of a motor vehicle.
19. Loss to additional equipment. Additional equipment includes, but is not limited to:
 - a. non-factory -installed wheels;
 - b. special wide-tread tires or slicks;
 - c. custom paint, striping, murals, decals or graphics;
 - d. non-factory-installed sun or moon roofs, T-bar roof, height extending roofs or special windows
 - e. customized engines;
 - f. modified suspension;
 - g. special lighting;
 - h. winches, plows, utility and/or tool boxes; or
 - i. any other custom changes which alter the use or appearance of "your covered auto" or a "non-owned auto"
 - j. the value in excess of \$500 for covered equipment designed solely for the reproduction of sound and accessories used with such equipment.
 This exclusion (19.) does not apply to additional equipment specifically identified and declared on the application with a premium shown in the Declarations.
20. Loss to "your covered auto" or a "non-owned auto" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

21. Loss to "your covered auto" or a "non-owned auto" caused by an "insured" operating a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force operator's license or permit cannot reasonably believe that he or she is entitled to operate that vehicle.

22. Loss to "your covered auto" or a "non-owned auto" resulting from the illegal activities of an "insured."

Limit of Liability

A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

B. However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500

C. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

D. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

Payment of Loss

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
 2. License fees; and
 3. Other fees;
- actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

No benefit to Bailee

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

Other Sources of Recovery

1. If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:
 - a. any coverage provided by the owner of the "non-owned auto"
 - b. any other applicable physical damage insurance;
 - c. any other source of recovery applicable to the loss.
3. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member"
 - a. for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
 then we will provide primary insurance.

Appraisal

A. If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Party its chosen appraiser; and
2. Bear the expense of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

Loss Payable Clause

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. The loss payee has no greater rights under this policy than the "insured". Where coverage is denied to the "insured" coverage is also denied to the loss payee. We reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Notwithstanding the deductible amount shown in the Declarations the applicable deductible for any loss for which payment is made to the loss payee who has repossessed and obtained title to "your covered auto" shall not exceed \$250. Upon payment of such loss you will pay us the difference between that \$250 and the deductible amount shown in the Declarations.

Part E: Duties after an Accident or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A.** We must be notified promptly of how, when, and where the accident or loss happened. Notice should also include the names and addresses of any "insureds", injured persons and of any witnesses.
- B.** A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and/or statements, while not in the presence of any other insured, and subscribe to same.
 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
 5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorist Coverage must also:
 1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us a copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage for Damage to Your Auto must also:
 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.
- E.** A person seeking Personal Injury Protection Coverage must also:
 1. Submit, as often as we reasonably require, to physical and mental

exams by physicians we select. We will pay for these exams.

2. Give us written proof of claim, under oath if required. The proof of claim must include:
 - a. complete details of the nature and extent of the injuries and treatment received and contemplated, and
 - b. Any other information which may assist us in determining the amount due and payable.
3. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
4. Promptly send us copies of:
 - a. the summons and complaint ; or
 - b. other process
 served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

Part F: General Provisions**Bankruptcy**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

Changes

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is any change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible, or limits.
 If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our rules, as outlined in our manuals.
- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implemented the change in your state. This paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

Fraud

We do not provide coverage for any person seeking coverage who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss.

This provision does not apply to Part A - Liability Coverage.

Legal Action against Us

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

Our Right to Recover Payment

- A.** 1. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another shall be subrogated to that right. That person shall do:

- a. whatever is necessary to enable us to exercise our rights; and
- b. nothing after loss of prejudice them.

However, our right to recover damages does not arise until the insured has been made whole.

2. Our rights in this paragraph (A.1.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that person is entitled to do so.

3. Our rights in this paragraph (A.1.) do not apply under Part G if we:

- a. have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification

- a. that payment will be separate from any amount that "insured" is entitled to recover under the provisions of Part G; and
- b. we also have a right to recover the advanced payment. However, our right to recover payment does not arise until the insured has been made whole.

However, no notice of tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

4. Under Part H;

- a. This provision does not apply to accidental death
- b. Paragraph A.1. of this provision is replaced by the following;

If we make a payment under this coverage and the person to or from whom payment was made has a right to recover damages from that person shall;

- (1) hold in trust for us such rights of recovery;
- (2) do nothing after loss to prejudice them;
- (3) do whatever is necessary to secure these rights; and
- (4) execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

However, our right to recover damages does not arise until the insured has been made whole.

- B. 1. If we make a payment under this policy and the person to or from another, that person shall"

- a. hold in trust for us the proceeds of the recovery; and
- b. reimburse us to the extent of out payment.

However, our right to recover damages does not arise until the insured has been made whole.

2. Under the Part H. we will have a lien against the proceeds of the recovery. We may give notice to the lien to:

- a. the person or organization causing "bodily injury";
- b. the person's agent or insurer; or
- c. a court having jurisdiction in the matter.

Policy Period and Territory

- A. This policy applies only to accidents and losses which occur:

- 1. During the policy period as shown in the declarations; and
- 2. Within the policy territory.

- B. The policy territory is:

- 1. The United States of America, its territories or possessions;
- 2. Puerto Rico; or
- 3. Canada.

This policy also applies to loss, or accidents involving, "your covered auto" while being transported between their ports.

Termination

Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or

- b. giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the name insured shown in the declarations at the address shown in this policy:

- a. at least 10 days notice if cancellation is for nonpayment of premium; or
- b. at least 20 days notice on all other cases.

3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, you will cancel only:

- a. for non payment of premium; or
- b. if your driver's license or that of:

- (1) any driver who lives with you; or

- (2) any driver who customarily uses "your covered auto"

has been suspended or revoked. This must have occurred:

- (1) Any driver during the policy period; or

- (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, we will not cancel or non-renew this policy solely because of the administrative revocation or suspension of the driver's license of the owner or operator of a motor vehicle under Arkansas code 5-65-104; or

- c. If the policy was obtained through material misrepresentation.

Non-renewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end policy period. If the policy period is:

1. Less than 1 year, we will have the right not to renew or continue this policy at the end of the policy period.
2. One year or longer, we will have the right not to renew or continue this policy each anniversary of its original affective date.

Automatic termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the full pro rata unearned premium. However, we will refund you the full pro rata unearned premium if:

- a. you cancel this policy because:

- (1) you have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or

- (2) "your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) you are entering the armed forces of the United States of America; or

- (4) "your covered auto" was stolen or destroyed, and you request cancellation;

- (a) within 30 days following the date "your recovered auto" was stolen or destroyed; or

- (b) withing 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

- b. you cancel this policy but there remains in force with us a policy in your name insuring another auto.

- c. this policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If your policy cancels, for any reason, partial payment(s) will not reinstate or extend your policy coverage beyond the effective date of the cancellation. If your policy has expired and a renewal has been offered we will not accept partial payment(s) for said renewal to extend coverage.

Transfer of Your Interest in This policy

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

- 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
- 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your coverage auto".

B. Coverage will only be provided until the end of the policy period.

Two or More Auto Policies

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all policies shall not exceed the highest applicable limit of liability under any one policy.

Electronics Signatures

You and we agree that electronics signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires a signature or letter to be notarized, verified or acknowledged or made under oath, the electronic signature will satisfy this requirement if the signature of the person authorized to perform the service notarized, verification, or acknowledgement is attached to or logically associated with the signature of record.

Part G: Underinsured Motorists Coverage

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of "bodily injury",

- 1. Sustained by an "insured"; and
- 2. Used by an accident.

We will pay under this coverage only if 1. or 2. below applies:

- 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgements or settlements; or
- 2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. have been given prompt written notice by certified mail, return a receipt requested, of such tentative settlement; and
 - b. advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification. However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal

use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this endorsement means:

- 1. Your or any "family member"
- 2. any other person "occupying" "your covered auto"
- 3. any person for damages that person is entitled to recovered because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- 1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
- 2. Owned by or furnished or available for the regular use of you or any "family member"
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- 5. Designed mainly for use off public roads while not on public roads.
- 6. While located for use as a residence or premises.
- 7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
- 8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent

Exclusions

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

- 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by the "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- 3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

- 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
- 2. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
- 3. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.3.) does not apply to share-the-expense car pools.
- 4. While "occupying" any motorized vehicle having more or less than four wheels.
- 5. While "occupying" any vehicle located for use as a residence or premises.

6. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (6.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own; or
 - c. a "trailer" used with a vehicle described in a. or b. above
 7. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest.
 8. Which is caused by the spouse or a "family member" of the injured "insured".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law
- D. We do not provide Underinsured Motorist Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct

Limit of Liability

- A. With respect to the Underinsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "underinsured motor vehicle":
1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
 2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
- The limits of liability applicable to Underinsured Motorists Coverage are the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the declarations; or
 4. Vehicles involved in the accident
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part C or Part H of this policy.
- C. We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. Workers' compensation law; or
 2. Disability benefits law
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary

basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.
4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle
 then we will provide primary insurance

Arbitration

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- From the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated.
- Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the country in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

Additional Duties

A person seeking coverage under this part must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail, return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include

- a. written documentation of a monetary losses incurred, including copies of all medical bills;
- b. written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- c. written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

Part H: Personal Injury Protection Coverage

Insuring Agreement

- A. We will pay personal injury protection benefits to or for an "insured" who

sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or specific premium, is shown in the Declarations.

If a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member" for use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

1. Breakdown;
2. Repair; or
3. Servicing;

personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced.

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:

- a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
- b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury"

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expenses after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

Definitions

The following definitions are used in this part only:

1. "Occupying" means:
 - a. in our upon
 - b. entering into; or
 - c. alighting from.
2. With respect to medical payments "your covered auto" means a "motor vehicle" shown in the Declarations to which medical payments apply. This includes:
 - a. a "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

(1) Breakdown	(4) Loss; or
(2) Repair	(5) Destruction.
(3) Servicing;	
 - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations

to which work loss or accidental death applies. This includes:

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because

(1) Breakdown	(4) Loss; or
(2) Repair	(5) Destruction.
(3) Servicing;	
 - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
4. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads.
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
 5. "Named insured" means the person named in the Declarations.
 6. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. motorcycle; or
 - b. vehicle operated by human or animal power.
 7. "Private passenger auto" means a "motor vehicle" which is an:
 - a. private passenger;
 - b. station wagon' or
 - c. jeep type;
 automobile
 8. "Private passenger motor vehicle" means a "motor vehicle" which is an:
 - a. "private passenger auto"
 - b. pickup or van not customarily used for:
 - (1) occupational;
 - (2) professional; or
 - (3) business purposes, other than farming or ranching.
 - c. motorcycle.
 However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public livery conveyance for passengers.
 9. "Insured" means:
 - a. the "named insured" or any "family member" who sustains "bodily injury" while:
 - (1) "occupying" or
 - (2) a "pedestrian" struck by;
 a "motor vehicle"
 - b. any person who sustains "bodily injury":
 - (1) while:
 - (a) "occupying"; or
 - (b) a "pedestrian" struck by:
 "your covered auto".
 - (2) while "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (a) use of such "motor vehicle" by the "named insured"
 - (b) operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
 - (c) use of such "motor vehicle" by any "family member" if the "motor vehicle" is a private passenger auto" or trailer. However, this provision (b.(2)) does not apply to work loss or accidental death.

Exclusions

- A. We will not provide Personal Injury Protection Coverage for "bodily

Injury

1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" express or implied consent; or implied consent; or
 - b. not in lawful possession of "your covered auto".
 2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
 3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous; properties of nuclear material.
 4. Sustained while "occupying" any "motor vehicle" having more or less than four wheels.
 5. Sustained while "occupying" any vehicle located for use as a residence or premises.
 6. Sustained while "occupying" any "motor vehicle" located inside a facility designed for racing, for purposes of:
 - a. Competing in; or
 - b. Practicing or preparing for; any pre-arranged or organized racing or speed contest.
 7. Sustained while "occupying" any "motor vehicle" when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspaper, pizza, other types of food, or any other products. This exclusion (7.) does not apply to shared expense car pools.
 8. Resulting from the intentional criminal acts of an "insured".
 9. Caused by explosive, other than the fluids necessary for the operation of "your covered auto".
 10. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.
- B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
1. Worker's compensation law; or
 2. Employer's disability law.
- C.** We do not provide coverage for work loss or accidental death sustained by:
1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured".
 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or that "family member".
 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D.** We will not provide coverage for medical payments for "bodily injury"

sustained by:

1. The "name insured" while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured."
2. Any "family member" while "occupying" any "motor vehicle," other than "your covered auto", which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or that "family member."
3. Any "insured," other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or any "family member."
4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
5. Any "insured" other than the "named insured" or any "family member" while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
6. Any "insured" other than the "named insured" or any "family member":
 - a. while "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
 - (1) selling;
 - (2) repairing;
 - (3) servicing;
 - (4) storing;
 - (5) parking;
 - b. Arising out of the maintenance or use of any "motor vehicle" other than "your covered auto" or a motorcycle by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:
 - (1) "private passenger auto"; or
 - (2) trailer used with such "private passenger auto" or "your covered auto";
 by the "named insured" or his private chauffeur or domestic servant.
7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle". Without limiting this exclusion, any "insured": operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.

Payment of Benefits

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

Coordination of Coverage

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

Limit of Liability

The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "insureds";
2. Policies or bonds applicable;

3. Claims made; or
4. "Your covered autos"

Other Insurance

A. Any insurance we provide medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible insurance available to that "insured" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 2. To demonstrate the "motor vehicle";
- then we will provide primary insurance.

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other "motor vehicle" insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "name insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
 2. To demonstrate the "motor vehicle";
- Then we will provide insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Operator Coverage Endorsement

11 PA AR NO (01/05)

This endorsement applies only when the Declarations indicate form 11 PA AR NO (1/05) is applicable.

With respect to the individuals coverage listed in the Declarations, the provisions of the policy apply unless modified by this endorsement.

Definitions

The Definitions Section is amended as follows:

A. "You" and "your" refers only to the individual named in the Declarations.

The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:

- (1) has a gross vehicle weight of less than 10,000 lbs.; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

Part A: Liability Coverage

Part A is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. The Exclusion Section is amended as follows:

1. The exception to Exclusion A.3 is replaced by the following:

This exclusion (A.3) does not apply to "property damage" to a residence or private garage caused by a private passenger auto which is insured under this endorsement.

2. Exclusions A.6 and A.7 are replaced by the following:

We do not provide Liability Coverage for any "insured" maintaining or using any vehicle in the "business" of that "insured". This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.2 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.

4. Exclusion B.3 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by any "family member".

Part B Medical Payments Coverage

Part B is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Exclusion 8. Is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

Part C Uninsured Motorists Coverage

Uninsured Motorists Coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Item 3. In the definition of "uninsured motor vehicle" is amended as follows:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:

- a. You;
- b. A vehicle which you are "occupying"; or
- c. "your covered auto"

Part G Underinsured Motorists Coverage

Underinsured motorists coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member"

Part H: Personal Injury Protection Coverage

Personal Injury Protection Coverage is amended as follows:

A. The definition of insured is amended by deleting reference to "family member"

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:
 - (1) has a gross vehicle weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) accidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

C. Exclusion D.6 is replaced by the following

We will not provide coverage for medical payments for "bodily injury" sustained by any "insured" while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

This endorsement applies only when the Declarations indicate Accidental Death Benefit Coverage is in effect. This endorsement is not available if Personal Injury Protection coverage is elected on this policy.

Accidental Death Benefit Endorsement

11 PA KY AD (1/05)

We agree with you, subject to all provisions of this endorsement and to all of the provisions and definitions of this policy, except as modified herein, as follows.

Definitions

When used in reference to this coverage:

"Eligible injured person" means the named insured which occupying any motor vehicle.

"Motor vehicle" means a vehicle having more than three load bearing wheels of a kind required to be registered under the laws of this State relative to "motor vehicles". Designed primarily for operation upon the public streets, roads and highways and is driven by power other than muscular power. Also includes a "trailer" drawn by attached to such vehicle.

"Disappearance" means you will be presumed to have suffered a loss of life;

- a. your body has not been found within a year after the "disappearance" of a conveyance in which you were an occupant at the time of the disappearance.
- b. the disappearance of the conveyance was due to its wreck; and
- c. the policy would of covered injury resulting from the accident.

Accidental Death Benefit

We will pay the limit of liability shown on the Declarations. In the event of death of an eligible injured person which results directly and independently from all causes for bodily injury caused by accident and result from the maintenance or use of motor vehicle as a motor vehicle, if the death occurs within one year from the date of the accident.

Exclusions

This policy does not cover any loss resulting directly, from:

- a. Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane.
- b. War or act of war, whether declared or undeclared, or any aggression by armed forces, or where nuclear weapons are used.
- c. injury sustained while in the armed forces of any country or international authority.
- d. Injury sustained while voluntarily taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless prescribed for an administered by licensed physician; or

- e. Injury sustained while legally intoxicated from the used of alcohol while operating a motor vehicle.

Principle Sum

The principal sum amount shall be stated on the Declarations

Payment of Loss

All policy proceeds will be paid, upon our receipt of due proof of death of the eligible injured person, to the survivors, in equal shares a first of the following classes to have a survivor at your death.

- a. Spouse.
- b. Children.
- c. Parents.
- b. Brothers and Sisters.

If there is no survivor in these classes, payments will be made to your estate.

Physicians Exam

While a claim is pending, we have the right at our expense:

- 1. to have the person who has loss examined by a physician when and as often as we feel is necessary; and
- 2. to make an autopsy in case of death where it is not forbidden by law.

Limit of Liability

Regardless of the number of insured persons, eligible insured persons, policies or bonds applicable, claims made, or your covered autos to which this coverage applies, the limit of our liability under Accidental Death Benefits is limited of liability shown in the Declarations.

Duties After an Accident or Loss

As outlined in the Personal Auto Policy.

General Provisions

As outlined in the personal Auto Policy.

IMPORTANT NOTICE:

Replacement Parts

00 AR PA RP (1/05)

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER . THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.



Insurance Company

5539 South West 8th Street • Miami, FL 33134
(NAIC# 32387)

PRIVATE PASSENGER AUTO POLICY

ARKANSAS

Your Quick Reference Guide

Agreement.....	2	Part E: Duties after an Accident or Loss.....	9
Definitions.....	2	Part F: General Provisions.....	9
Part A: Liability Coverage.....	2	Bankruptcy.....	2
Insuring Agreement.....	2	Changes.....	9
Supplementary Payments.....	2	Fraud.....	9
Limit of Liability.....	3	Legal Action against Us.....	9
Out of State Coverage.....	3	Our Right To Recover Payment.....	9
Financial Responsibility.....	3	Policy Period and Territory.....	10
Other Insurance.....	3	Termination.....	10
Additional Interest.....	4	Other Termination Provisions.....	10
Part B: Medical Payments Coverage.....	4	Transfer of Your Interest in This Policy.....	11
Insuring Agreement.....	4	Two or More Auto Policies.....	11
Exclusions.....	4	Part G: Underinsured Motorist Coverage.....	11
Other Insurance.....	5	Insuring Agreement.....	11
Part C: Uninsured Motorists Coverage.....	5	Exclusions.....	11
Insuring Agreement.....	5	Limit of Liability.....	12
Exclusions.....	5	Other Insurance.....	12
Limit of Liability.....	6	Arbitration.....	12
Other Insurance.....	6	Additional Duties.....	12
Arbitration.....	6	Part H: Personal Injury Protection Coverage.....	12
Part D: Coverage for Damage to Your Auto.....	6	Insuring Agreement.....	12
Insuring Agreement.....	6	Definitions.....	13
Rental Reimbursement.....	7	Exclusions.....	13
Towing and Labor.....	7	Payment of Benefits.....	14
Exclusions.....	7	Coordination of Coverage.....	14
Limit of Liability.....	8	Limit of Liability.....	14
Payment of Loss.....	8	Other Insurance.....	15
No benefit to Bailee.....	8	Named Operator Coverage Endorsement.....	15
Other Sources of Recovery.....	8	Accidental Death Benefit Endorsement.....	15
Appraisal.....	9	Replacement Parts.....	16
Loss Payable Clause.....	9	Privacy Notice.....	16

11 PA AR PO (1/05)**Agreement**

In return for payment of the premium and subject to all terms of this policy, we agree with you as follows:

Definitions

- A.** Throughout this policy “you” and “your” refer to:
1. The “named insured” shown in the Declarations; and
 2. The spouse if a resident of the same household.
- B.** “We”, “us” and “our” refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased or rented:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in quotation marks when used.
- D.** “Bodily injury” means bodily harm, sickness or disease, including death that results.
- E.** “Business” includes trade, profession, or occupation.
- F.** “Family member” means a person related to you by blood, marriage, or adoption who is resident of your household. This includes a ward or foster child.
- G.** “Occupying” means in, upon, getting in, on, out or off.
- H.** “Property damage” means physical injury to, destruction of or loss of use of tangible property.
- I.** “Trailer” means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- J.** “Your covered auto” means:
1. Any vehicle shown in the Declarations.
 2. Any of the following types of vehicles on the date you become the owner.
 - a. a private passenger auto; or
 - b. a pickup or van that:
 - (1) has a Gross Vehicle Weight of less than 10,000 lbs; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your “business” of installing, maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.
- This provision (J.2.) applies only if:
- a. you acquire the vehicle during the policy period;
 - b. you ask us to insure it within 30 days after you become the owner; and
 - c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.
- If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle replaced. If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.
3. Any “trailer” you own.
 4. Any auto or “trailer” you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. breakdown;	d. loss; or
b. repair	e. destruction
c. servicing;	

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.

5. With respect to Coverage for Damage to Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a “family member” for use as temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

Part A: Liability Coverage**Insuring Agreement**

- A.** We will pay damages, other than punitive or exemplary, for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.
- If a duly licensed automobile dealer provides a vehicle to you or a “family member” for use as a temporary substitute for any other vehicle described in the definition of “your covered auto” while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.
- B.** “Insured” as used in this Part means:
1. You or any “family member” for the ownership, maintenance, or use of any auto or “trailer”.
 2. Any person using “your covered auto”.
 3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or “trailer”, other than “your covered auto”, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any “family member” for whom coverage is afforded under this Part. This provision (b.4) applies only if the person or organization does not own or hire the auto or “trailer”.

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an “insured”.

1. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
2. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
3. Other reasonable expenses incurred at our request.

Exclusions

- A.** We do not provide Liability Coverage for any “insured”:
1. Who intentionally causes “bodily injury” or property damage”
 2. For “property damage” to property owned or being transported by that “insured”.
 3. For “property damage” to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of
 that “insured”. This exclusion (A.3.) does not apply to “property damage” to a residence or private garage.
 4. For “bodily injury” to an employee of that “insured” occurring during the course of employment. This exclusion (A.4) does not apply to “bodily injury” to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
 5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance.

This exclusion (A.5.) does not apply to:

- a. that "insured's" liability for "bodily injury" sustained by a passenger who is not charged a fee; or
 - b. a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
- a. selling; d. storing; or
 - b. repairing e. parking
 - c. servicing;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6) does not apply to the ownership, maintenance, or use of "your covered auto" by:
- a. you;
 - b. any "family member"; or
 - c. any partner, agent, or employee of you or any "family member"
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in exclusion A.6 This exclusion (A.7.) does not apply to the maintenance or use of a:
- a. private passenger auto;
 - b. pickup or van that:
 - (1) you own, or
 - (2) you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

(a) breakdown	(d) loss; or
(b) repair;	(e) destruction; or
(c) servicing;	
 - c. "trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
9. For "bodily injury" or "property damage" for which that "insured":
- a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. American Nuclear Insures;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada
10. For "bodily injury" to you or any "family member".
- B. We do not provide Liability Coverage for ownership, maintenance or use of:
1. Any vehicle which:
 - a. has more or less than four wheels; or
 - b. is designed mainly for use off public roads
 This exclusion (B.1.) does not apply to any "trailer"
 2. Any vehicle, other than "your covered auto", which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
 3. Any vehicle, other than "your covered auto", which is:
 - a. owned by any "family member"; or
 - b. furnished or available for the regular use of any "family member".
 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 any prearranged or organized racing or speed contest.
 5. Any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited

to delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.5.) does not apply to shared expenses car pools.

- C. We do not provide Liability Coverage for any "insured" for:
1. Any liability assumed by an "insured" under any contract or bailment.
 2. "Bodily injury" or "property damage" due to nuclear reaction, radiation, or contamination.
 3. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.
 4. "Bodily injury" or "property damage" caused by the dumping, discharge, or escape of any irritants, pollutants or contaminants other than the fluids necessary for the operation of "your covered auto"
 5. "Bodily injury" or "property damage" caused by explosives, other than the fluids necessary for the operation of "your covered auto".
 6. Punitive or exemplary damages which are imposed to:
 - a. punish a wrongdoer; and
 - b. deter other from similar conduct
 7. "Bodily injury" or "property damage" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

Limit of Liability

- A. The limit of liability shown in the Declarations for each person for Bodily injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services of death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds"
2. Claim made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B, Part C, Part G or Part H of this policy.

Out of State Coverage

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

Financial Responsibility

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. You must reimburse us if we make a payment that we would not have made if this policy were not certified as proof of financial responsibility

Other Insurance

1. If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

2. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member".

- a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
- then we will provide primary insurance.

Additional Interest

Liability coverage shall also apply to each additional interest named in the Declarations with respect to the "your covered auto" identified with that interest.

Coverage afforded to an additional interest is excess over any other valid and collectible insurance.

The designation of an additional interest shall not operate to increase our limits of liability and provides the additional interest with no greater rights than those of the "insured".

Part B: Medical Payments Coverage

Insuring agreement

A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury"

- 1. Caused by accident; and
- 2. Sustained by an "insured"

We will pay only those expenses incurred for services rendered within 2 years from the date of the accident.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to extend of the coverage provided, if any, to the automobile being repair or serviced.

B. "Insured" as used in this Part means:

- 1. You or any "family member"
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
 - a motor vehicle designed for use mainly on public roads or a trailer of any type.
- 2. Any other person while "occupying" "your covered auto".

Exclusions

We do not provide Medical Payments coverage for any "insured" for "bodily injury"

- 1. Sustained while "occupying" any motorized vehicle having more or less than four wheels.
- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to:
 - a. "Bodily injury" sustained by passenger who is not charged a fee; or
 - b. A share-the-expense car pool.
- 3. Sustained while "occupying" any vehicle located for use as a residence or premises.
- 4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- 5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is :
 - a. owned by you; or
 - b. furnished or available for your regular use.
- 6. Sustained while "occupying" or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by any "family member"; or

b. furnished or available for the regular use of any "family member".

- 7. Sustained while "occupying" a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid , in force operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own; or
 - c. a "trailer" used with a vehicle described in a. or b. above
- 9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared) ;
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
- 10. From or as a consequence of the following , whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for
 - any prearranged or organized racing or speed contest.
- 12. Sustained while "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any products . This exclusion (12.) does not apply to shared expense car pools.
- 13. For which the United States Government is liable under the Federal Tort Claims Act.
- 14. Resulting from the intentional or criminal acts of an insured.
- 15. Caused by explosives , other than the fluids necessary for the operation of "your covered auto".
- 16. Sustained while "occupying" "your coverage auto" without the express or implied permission of you or a "family member".
- 17. Sustained by you or a "family member" while "occupying" a non-owned vehicle without the express or implied permission of the owner.
- 18. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

Limit of Liability

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the declarations; or
- 4. Vehicles involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A, Part C, Part G, or Part H of this policy.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgement that person receives under Part A, Part C, Part G or Part H of his policy.

Other Insurance

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

- a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
- b. to demonstrate the vehicle;

Then we will provide primary insurance.

Part C: Uninsured Motorists Coverage**Insuring Agreement**

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident arising out of actual physical contact with "your covered auto".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgement for damages arising out of a suit brought without our written consent is not binding on us.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this Part means:

1. You or any "family member"
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include

1. Loss of use of "your covered auto"
2. Damage to personal property contained in "your covered auto".

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case is limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member";
 - b. a vehicle which you or any "family member" are "occupying"; or
 - c. "your covered auto"
4. To which a liability bond or policy applies at the time of the accident but the boding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent

However "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit treads.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

Exclusions

A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member while occupying", or when struck by, any motor vehicle you own which is insured for this coverage on primary basis under any other policy.
3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
2. When "your covered auto" is being used as a public or livery conveyance. This exclusion (B.2) does not apply to share-the-expense car pool.
3. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
4. For the first \$ 200 of the amount of "property damage" to each of "your covered autos" as the result of any one accident. This exclusion (B.4) does not apply if:
 - a. we insure "your covered auto" for both Collision and Property Damage, Uninsured Motorists Coverage; and
 - b. the operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
5. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other product. This exclusion (A.5) does not apply to share-the-expense car pools.
6. While "occupying" any motorized vehicle having more or less than four wheels.
7. While "occupying" a vehicle located for use as a residence or premises.
8. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own ;or
 - c. a "trailer" used with a vehicle described in a. or b. above.
9. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest.
10. Which is caused by the spouse or a "family member" of the injured "insured".

C. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
 - a. workers' compensation law; or
 - b. disability benefits law.

2. Any insurer of property.

- D.** No payment will be made for loss paid or payable to the "insured" under Part D of this policy
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
 - 1. Punish a wrongdoer; and
 - 2. Deter others from similar conduct

Limit of Liability

- A.** With respect to the Uninsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "uninsured motor vehicle"
 - 1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
 - 2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident
 - 3. The limit of Property Damage Liability for all damages resulting from any one accident will be the lesser of:
 - a. the limit of liability shown in the Declarations; or
 - b. the actual cash value of "your covered auto".
 An adjustment for depreciation and physical condition will be made in determining actual value at the time of loss.

The limits of liability applicable to Uninsured Motorists Coverage are the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations
- 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part D, underinsured Motorists Coverage or Personal Injury Protection Coverage of this policy.
- C.** We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
 - 1. workers' compensation law; or
 - 2. disability benefits law
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
- 3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

- 4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
 then we will provide primary insurance

Arbitration

- A.** If we and "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured".
 from the owner or operator of an "insured motor vehicle" then the matter may be arbitrated. However, dispute concerning coverage under this part may not be arbitrated. Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B.** Any decision of the arbitrators will not be binding on either party.
- C.** Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

Part D: Coverage for Damage to your Auto**Insuring Agreement**

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:
 - 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
 If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. If a duly licensed automotive dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.
- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object. Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;	6. Hail, water, or flood;
2. Fire;	7. Malicious mischief or vandalism
3. Theft or larceny	8. Riot or civil commotion;
4. Explosion or earthquake;	9. Contact with bird or animal; or
5. windstorm;	10. Breakage of glass.

 If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".
- C.** "Non-owned auto" means:
 - 1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody or being operated by you or any "family member"; or

2. Any auto "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction

However, non-owned auto does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

Rental Reimbursement

We will pay without application of a deductible, up to the limit shown in the Declarations as applicable to that vehicle, for:

1. Temporary transportation expenses incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for loss of use expenses if the loss is caused by:
 - a. other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

if the loss is caused by a total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

If the loss is caused by other than theft of a "your covered auto" or a "non-owned auto" we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonable required to repair or replace the "your covered auto" or the "non-owned auto".

Towing and Labor

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor cost coverage applicable to any "your covered auto" shown in the declarations. We will only pay for labor performed at the place of disablement.

Exclusions

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. wear and tear;
 - b. freezing
 - c. mechanical or electrical breakdown or failure;
 - d. prior loss or damage;
 - e. manufacturer's defects ; or
 - f. road damage to tires.
 This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto".
3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. discharge of any nuclear weapon (even if accidental);
 - c. war (declared or undeclared);
 - d. civil war

- e. insurrection; or
- f. rebellion or revolution.

4. Loss to:

a. any electronic equipment designed for the reproduction of sound including, but not limited to:

- (1) radios, stereos, receivers, amplifiers
- (2) tape decks; or
- (3) compact disc players.

b. any other electronic equipment that receives or transmit audio, visual or data signals, including but not limited to:

- (1) citizens band radios;
- (2) telephones;
- (3) two-way mobile radios;
- (4) scanning monitor receivers;
- (5) television monitor receivers;
- (6) video cassette recorders;
- (7) audio cassette recorders;
- (8) personal computers; or
- (9) fax machines.

c. tapes, records, discs, or other media used with equipment described in a. or b.; or

d. any other accessories used with equipment described in a. or b. This exclusion (4.) does not apply to:

a. equipment designed solely for the reproduction of sound and accessories used with such equipment provided:

- (1) the equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
- (2) the equipment is:
 - (a) removable from a housing unit which is permanently installed in the auto;
 - (b) designed to be solely operated by use of the power from the auto's electrical system; and
 - (c) in or upon "your covered auto" or any "non-owned auto"; at the time of the loss.

b. any other electronic equipment that is:

- (1) necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- (2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.

However, unless separately listed as additional equipment with a separate premium paid, we will not pay for loss in excess of \$ 500 for a covered equipment designed solely for the reproduction of sound and accessories used with such equipment.

5. Loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.
6. Loss to a camper body or "trailer" you own which is not shown in the Declarations.
7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
8. Loss to:
 - a. awnings or cabanas; or
 - b. equipment designed to create additional living facilities.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include, but are not limited to:
 - a. special carpeting and insulation , running boards, special windows, furniture or bars, control panels or consoles, wood trim, drapes, blinds or shades.
 - b. facilities for cooking and sleeping;
 - c. height extending roofs;

- d. custom murals' paintings or other decals or graphics; or
- e. caps or shells.

This exclusion (10.) does not apply to custom furnishings or equipment specifically identified and declared as additional equipment with premium shown in the Declarations.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business of:
 - a. selling
 - b. repairing
 - c. servicing;
 - d. storing; or
 - e. parking
 vehicles designed for use on public highways. This includes road testing and delivery.
12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer."
13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;
 any prearranged or organized racing or speed contest.
14. Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. you; or
 - b. any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.
15. Loss intentionally caused by or at the direction of you or a "family member".
16. Loss to any "your covered auto" or "non-owned auto" occurring while rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (16.) does not apply to shared expense car pools.
17. Loss to personal effects or personal property including, but not limited to, clothes, luggage, tools, tapes, compact discs, and sports equipment.
18. Loss caused by explosives, other than the fluids necessary for the operation of a motor vehicle.
19. Loss to additional equipment. Additional equipment includes, but is not limited to:
 - a. non-factory -installed wheels;
 - b. special wide-tread tires or slicks;
 - c. custom paint, striping, murals, decals or graphics;
 - d. non-factory-installed sun or moon roofs, T-bar roof, height extending roofs or special windows
 - e. customized engines;
 - f. modified suspension;
 - g. special lighting;
 - h. winches, plows, utility and/or tool boxes; or
 - i. any other custom changes which alter the use or appearance of "your covered auto" or a "non-owned auto"
 - j. the value in excess of \$500 for covered equipment designed solely for the reproduction of sound and accessories used with such equipment.
 This exclusion (19.) does not apply to additional equipment specifically identified and declared on the application with a premium shown in the Declarations.
20. Loss to "your covered auto" or a "non-owned auto" caused by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

21. Loss to "your covered auto" or a "non-owned auto" caused by an "insured" operating a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force operator's license or permit cannot reasonably believe that he or she is entitled to operate that vehicle.

22. Loss to "your covered auto" or a "non-owned auto" resulting from the illegal activities of an "insured."

Limit of Liability

A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

B. However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500

C. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

D. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

Payment of Loss

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
 2. License fees; and
 3. Other fees;
- actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

No benefit to Bailee

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

Other Sources of Recovery

1. If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:
 - a. any coverage provided by the owner of the "non-owned auto"
 - b. any other applicable physical damage insurance;
 - c. any other source of recovery applicable to the loss.
3. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member"
 - a. for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle;
 then we will provide primary insurance.

Appraisal

A. If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Party its chosen appraiser; and
2. Bear the expense of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

Loss Payable Clause

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. The loss payee has no greater rights under this policy than the "insured". Where coverage is denied to the "insured" coverage is also denied to the loss payee. We reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

Notwithstanding the deductible amount shown in the Declarations the applicable deductible for any loss for which payment is made to the loss payee who has repossessed and obtained title to "your covered auto" shall not exceed \$250. Upon payment of such loss you will pay us the difference between that \$250 and the deductible amount shown in the Declarations.

Part E: Duties after an Accident or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A.** We must be notified promptly of how, when, and where the accident or loss happened. Notice should also include the names and addresses of any "insureds", injured persons and of any witnesses.
- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examination under oath and/or statements, while not in the presence of any other insured, and subscribe to same.
 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
 5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorist Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us a copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.
- E.** A person seeking Personal Injury Protection Coverage must also:
1. Submit, as often as we reasonably require, to physical and mental

exams by physicians we select. We will pay for these exams.

2. Give us written proof of claim, under oath if required. The proof of claim must include:
 - a. complete details of the nature and extent of the injuries and treatment received and contemplated, and
 - b. Any other information which may assist us in determining the amount due and payable.
3. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
4. Promptly send us copies of:
 - a. the summons and complaint ; or
 - b. other process
 served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

Part F: General Provisions**Bankruptcy**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

Changes

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is any change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible, or limits.
- If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our rules, as outlined in our manuals.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implemented the change in your state. This paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

Fraud

We do not provide coverage for any person seeking coverage who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss.

This provision does not apply to Part A - Liability Coverage.

Legal Action against Us

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

Our Right to Recover Payment

- A.** 1. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another shall be subrogated to that right. That person shall do:

- a. whatever is necessary to enable us to exercise our rights; and
- b. nothing after loss of prejudice them.

However, our right to recover damages does not arise until the insured has been made whole.

2. Our rights in this paragraph (A.1.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that person is entitled to do so.

3. Our rights in this paragraph (A.1.) do not apply under Part G if we:

- a. have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification

- a. that payment will be separate from any amount that "insured" is entitled to recover under the provisions of Part G; and
- b. we also have a right to recover the advanced payment. However, our right to recover payment does not arise until the insured has been made whole.

However, no notice of tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

4. Under Part H;

- a. This provision does not apply to accidental death
- b. Paragraph A.1. of this provision is replaced by the following;

If we make a payment under this coverage and the person to or from whom payment was made has a right to recover damages from that person shall;

- (1) hold in trust for us such rights of recovery;
- (2) do nothing after loss to prejudice them;
- (3) do whatever is necessary to secure these rights; and
- (4) execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

However, our right to recover damages does not arise until the insured has been made whole.

- B. 1. If we make a payment under this policy and the person to or from another, that person shall"

- a. hold in trust for us the proceeds of the recovery; and
- b. reimburse us to the extent of out payment.

However, our right to recover damages does not arise until the insured has been made whole.

2. Under the Part H. we will have a lien against the proceeds of the recovery. We may give notice to the lien to:

- a. the person or organization causing "bodily injury";
- b. the person's agent or insurer; or
- c. a court having jurisdiction in the matter.

Policy Period and Territory

- A. This policy applies only to accidents and losses which occur:

- 1. During the policy period as shown in the declarations; and
- 2. Within the policy territory.

- B. The policy territory is:

- 1. The United States of America, its territories or possessions;
- 2. Puerto Rico; or
- 3. Canada.

This policy also applies to loss, or accidents involving, "your covered auto" while being transported between their ports.

Termination

Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or

- b. giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the name insured shown in the declarations at the address shown in this policy:

- a. at least 10 days notice if cancellation is for nonpayment of premium; or
- b. at least 20 days notice on all other cases.

3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, you will cancel only:

- a. for non payment of premium; or
- b. if your driver's license or that of:

- (1) any driver who lives with you; or
- (2) any driver who customarily uses "your covered auto"

has been suspended or revoked. This must have occurred:

- (1) Any driver during the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than one year.

However, we will not cancel or non-renew this policy solely because of the administrative revocation or suspension of the driver's license of the owner or operator of a motor vehicle under Arkansas code 5-65-104; or

- c. If the policy was obtained through material misrepresentation.

Non-renewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end policy period. If the policy period is:

1. Less than 1 year, we will have the right not to renew or continue this policy at the end of the policy period.
2. One year or longer, we will have the right not to renew or continue this policy each anniversary of its original affective date.

Automatic termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the full pro rata unearned premium. However, we will refund you the full pro rata unearned premium if:

- a. you cancel this policy because:

- (1) you have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or

- (2) "your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) you are entering the armed forces of the United States of America; or

- (4) "your covered auto" was stolen or destroyed, and you request cancellation;

- (a) within 30 days following the date "your recovered auto" was stolen or destroyed; or

- (b) withing 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

- b. you cancel this policy but there remains in force with us a policy in your name insuring another auto.

- c. this policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If your policy cancels, for any reason, partial payment(s) will not reinstate or extend your policy coverage beyond the effective date of the cancellation. If your policy has expired and a renewal has been offered we will not accept partial payment(s) for said renewal to extend coverage.

Transfer of Your Interest in This policy

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

- 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
- 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your coverage auto".

B. Coverage will only be provided until the end of the policy period.

Two or More Auto Policies

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all policies shall not exceed the highest applicable limit of liability under any one policy.

Electronics Signatures

You and we agree that electronics signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires a signature or letter to be notarized, verified or acknowledged or made under oath, the electronic signature will satisfy this requirement if the signature of the person authorized to perform the service notarized, verification, or acknowledgement is attached to or logically associated with the signature of record.

Part G: Underinsured Motorists Coverage

Insuring Agreement

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" where such coverage is indicated as applicable in the Declarations because of "bodily injury",

- 1. Sustained by an "insured"; and
- 2. Used by an accident.

We will pay under this coverage only if 1. or 2. below applies:

- 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgements or settlements; or
- 2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. have been given prompt written notice by certified mail, return a receipt requested, of such tentative settlement; and
 - b. advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification. However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal

use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of coverage provided, if any, to the automobile being repaired or serviced.

B. "Insured" as used in this endorsement means:

- 1. Your or any "family member"
- 2. any other person "occupying" "your covered auto"
- 3. any person for damages that person is entitled to recovered because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

- 1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
- 2. Owned by or furnished or available for the regular use of you or any "family member"
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- 5. Designed mainly for use off public roads while not on public roads.
- 6. While located for use as a residence or premises.
- 7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
- 8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent

Exclusions

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

- 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by the "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- 3. While "your covered auto" is operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

- 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
- 2. Using a vehicle without a reasonable belief that "insured" is entitled to do so. Without limiting this exclusion, any "insured" operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.
- 3. While "occupying" any vehicle when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspapers, pizza, other types of food, or any other products. This exclusion (B.3.) does not apply to share-the-expense car pools.
- 4. While "occupying" any motorized vehicle having more or less than four wheels.
- 5. While "occupying" any vehicle located for use as a residence or premises.

6. While "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (6.) does not apply to "bodily injury" sustained while "occupying":
 - a. a private passenger auto;
 - b. a pickup or van that you own; or
 - c. a "trailer" used with a vehicle described in a. or b. above
 7. While "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for; any prearranged or organized racing or speed contest.
 8. Which is caused by the spouse or a "family member" of the injured "insured".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law
- D. We do not provide Underinsured Motorist Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct

Limit of Liability

- A. With respect to the Underinsured Motorists Coverage indicated as applicable in the Declarations for damages caused by an accident with an "underinsured motor vehicle":
1. The limit of Bodily Injury Liability shown for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.
 2. Subject to this limit for each person, the limit of Bodily Injury Liability shown for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
- The limits of liability applicable to Underinsured Motorists Coverage are the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the declarations; or
 4. Vehicles involved in the accident
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B, Part C or Part H of this policy.
- C. We will not pay for any element of loss if an "insured" is entitled to receive payment for the same element of loss under any of the following or similar laws:
1. Workers' compensation law; or
 2. Disability benefits law
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary

basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.
4. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. for use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - b. to demonstrate the vehicle
 then we will provide primary insurance

Arbitration

- A. If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- From the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated.
- Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the country in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

Additional Duties

A person seeking coverage under this part must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail, return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include

- a. written documentation of a monetary losses incurred, including copies of all medical bills;
- b. written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- c. written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

Part H: Personal Injury Protection Coverage

Insuring Agreement

- A. We will pay personal injury protection benefits to or for an "insured" who

sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or specific premium, is shown in the Declarations.

If a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member" for use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:

1. Breakdown;
2. Repair; or
3. Servicing;

personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced.

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:

- a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
- b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury"

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expenses after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

Definitions

The following definitions are used in this part only:

1. "Occupying" means:
 - a. in our upon
 - b. entering into; or
 - c. alighting from.
2. With respect to medical payments "your covered auto" means a "motor vehicle" shown in the Declarations to which medical payments apply. This includes:
 - a. a "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

(1) Breakdown	(4) Loss; or
(2) Repair	(5) Destruction.
(3) Servicing;	
 - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations

to which work loss or accidental death applies. This includes:

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because

(1) Breakdown	(4) Loss; or
(2) Repair	(5) Destruction.
(3) Servicing;	
 - b. a trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
4. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads.
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
 5. "Named insured" means the person named in the Declarations.
 6. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. motorcycle; or
 - b. vehicle operated by human or animal power.
 7. "Private passenger auto" means a "motor vehicle" which is an:
 - a. private passenger;
 - b. station wagon' or
 - c. jeep type;
 automobile
 8. "Private passenger motor vehicle" means a "motor vehicle" which is an:
 - a. "private passenger auto"
 - b. pickup or van not customarily used for:
 - (1) occupational;
 - (2) professional; or
 - (3) business purposes, other than farming or ranching.
 - c. motorcycle.
 However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public livery conveyance for passengers.
 9. "Insured" means:
 - a. the "named insured" or any "family member" who sustains "bodily injury" while:
 - (1) "occupying" or
 - (2) a "pedestrian" struck by;
 a "motor vehicle"
 - b. any person who sustains "bodily injury":
 - (1) while:
 - (a) "occupying"; or
 - (b) a "pedestrian" struck by:
 "your covered auto".
 - (2) while "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (a) use of such "motor vehicle" by the "named insured"
 - (b) operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
 - (c) use of such "motor vehicle" by any "family member" if the "motor vehicle" is a private passenger auto" or trailer. However, this provision (b.(2)) does not apply to work loss or accidental death.

Exclusions

- A. We will not provide Personal Injury Protection Coverage for "bodily

Injury

1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" express or implied consent; or implied consent; or
 - b. not in lawful possession of "your covered auto".
 2. Due to:

a. War (declared or undeclared);	d. Rebellion or revolution; or
b. Civil war;	e. Any act or condition incident to any of the above.
c. Insurrection;	
 3. Resulting from the:

a. Radioactive;	c. Explosive; or
b. Toxic;	d. Other hazardous; properties of nuclear material.
 4. Sustained while "occupying" any "motor vehicle" having more or less than four wheels.
 5. Sustained while "occupying" any vehicle located for use as a residence or premises.
 6. Sustained while "occupying" any "motor vehicle" located inside a facility designed for racing, for purposes of:
 - a. Competing in; or
 - b. Practicing or preparing for; any pre-arranged or organized racing or speed contest.
 7. Sustained while "occupying" any "motor vehicle" when rented to others or while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, mail, newspaper, pizza, other types of food, or any other products. This exclusion (7.) does not apply to shared expense car pools.
 8. Resulting from the intentional criminal acts of an "insured".
 9. Caused by explosive, other than the fluids necessary for the operation of "your covered auto".
 10. Sustained while "occupying" "your covered auto" when operated by a "family member" or any other resident of your household who is not listed as a driver or operator on the application or in the Declarations.
- B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
1. Worker's compensation law; or
 2. Employer's disability law.
- C.** We do not provide coverage for work loss or accidental death sustained by:
1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured".
 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or that "family member".
 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D.** We will not provide coverage for medical payments for "bodily injury"

sustained by:

1. The "name insured" while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured."
2. Any "family member" while "occupying" any "motor vehicle," other than "your covered auto", which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or that "family member."
3. Any "insured," other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. owned by; or
 - b. furnished or available for the regular use of; the "named insured" or any "family member."
4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
5. Any "insured" other than the "named insured" or any "family member" while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
6. Any "insured" other than the "named insured" or any "family member":
 - a. while "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:

(1) selling;	(4) storing; or
(2) repairing;	(5) parking;
(3) servicing;	

 "motor vehicles".
 - b. Arising out of the maintenance or use of any "motor vehicle" other than "your covered auto" or a motorcycle by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:
 - (1) "private passenger auto"; or
 - (2) trailer used with such "private passenger auto" or "your covered auto";
 by the "named insured" or his private chauffeur or domestic servant.
7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle". Without limiting this exclusion, any "insured": operating a motor vehicle without a valid, in force, operator's license or permit cannot reasonably believe that he or she is entitled to operate a motor vehicle.

Payment of Benefits

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

Coordination of Coverage

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

Limit of Liability

The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "insureds";
2. Policies or bonds applicable;

3. Claims made; or
4. "Your covered autos"

Other Insurance

A. Any insurance we provide medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible insurance available to that "insured" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 2. To demonstrate the "motor vehicle";
- then we will provide primary insurance.

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other "motor vehicle" insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "name insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
 2. To demonstrate the "motor vehicle";
- Then we will provide insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Operator Coverage Endorsement

11 PA AR NO (01/05)

This endorsement applies only when the Declarations indicate form 11 PA AR NO (1/05) is applicable.

With respect to the individuals coverage listed in the Declarations, the provisions of the policy apply unless modified by this endorsement.

Definitions

The Definitions Section is amended as follows:

A. "You" and "your" refers only to the individual named in the Declarations.

The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:

- (1) has a gross vehicle weight of less than 10,000 lbs.; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

Part A: Liability Coverage

Part A is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. The Exclusion Section is amended as follows:

1. The exception to Exclusion A.3 is replaced by the following:

This exclusion (A.3) does not apply to "property damage" to a residence or private garage caused by a private passenger auto which is insured under this endorsement.

2. Exclusions A.6 and A.7 are replaced by the following:

We do not provide Liability Coverage for any "insured" maintaining or using any vehicle in the "business" of that "insured". This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.2 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.

4. Exclusion B.3 is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by any "family member".

Part B Medical Payments Coverage

Part B is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Exclusion 8. Is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

Part C Uninsured Motorists Coverage

Uninsured Motorists Coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member".

B. Item 3. In the definition of "uninsured motor vehicle" is amended as follows:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:

- a. You;
- b. A vehicle which you are "occupying"; or
- c. "your covered auto"

Part G Underinsured Motorists Coverage

Underinsured motorists coverage is amended as follows:

A. The definition of "insured" is amended by deleting reference to "family member"

Part H: Personal Injury Protection Coverage

Personal Injury Protection Coverage is amended as follows:

A. The definition of insured is amended by deleting reference to "family member"

B. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto; or
- b. a pickup or van that:
 - (1) has a gross vehicle weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) accidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision applies only:

- a. if you acquire the vehicle during the policy period; and
- b. for 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

C. Exclusion D.6 is replaced by the following

We will not provide coverage for medical payments for "bodily injury" sustained by any "insured" while "occupying" any vehicle used in the "business" of that "insured". This exclusion (8.) does not apply to a vehicle operated or occupied by you.

This endorsement applies only when the Declarations indicate Accidental Death Benefit Coverage is in effect. This endorsement is not available if Personal Injury Protection coverage is elected on this policy.

Accidental Death Benefit Endorsement

11 PA KY AD (1/05)

We agree with you, subject to all provisions of this endorsement and to all of the provisions and definitions of this policy, except as modified herein, as follows.

Definitions

When used in reference to this coverage:

"**Eligible injured person**" means the named insured which occupying any motor vehicle.

"**Motor vehicle**" means a vehicle having more than three load bearing wheels of a kind required to be registered under the laws of this State relative to "motor vehicles". Designed primarily for operation upon the public streets, roads and highways and is driven by power other than muscular power. Also includes a "trailer" drawn by attached to such vehicle.

"**Disappearance**" means you will be presumed to have suffered a loss of life;

- a. your body has not been found within a year after the "disappearance" of a conveyance in which you were an occupant at the time of the disappearance.
- b. the disappearance of the conveyance was due to its wreck; and
- c. the policy would of covered injury resulting from the accident.

Accidental Death Benefit

We will pay the limit of liability shown on the Declarations. In the event of death of an eligible injured person which results directly and independently from all causes for bodily injury caused by accident and result from the maintenance or use of motor vehicle as a motor vehicle, if the death occurs within one year from the date of the accident.

Exclusions

This policy does not cover any loss resulting directly, from:

- a. Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane.
- b. War or act of war, whether declared or undeclared, or any aggression by armed forces, or where nuclear weapons are used.
- c. injury sustained while in the armed forces of any country or international authority.
- d. Injury sustained while voluntarily taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless prescribed for an administered by licensed physician; or

- e. Injury sustained while legally intoxicated from the used of alcohol while operating a motor vehicle.

Principle Sum

The principal sum amount shall be stated on the Declarations

Payment of Loss

All policy proceeds will be paid, upon our receipt of due proof of death of the eligible injured person, to the survivors, in equal shares a first of the following classes to have a survivor at your death.

- a. Spouse.
- b. Children.
- c. Parents.
- b. Brothers and Sisters.

If there is no survivor in these classes, payments will be made to your estate.

Physicians Exam

While a claim is pending, we have the right at our expense:

- 1. to have the person who has loss examined by a physician when and as often as we feel is necessary; and
- 2. to make an autopsy in case of death where it is not forbidden by law.

Limit of Liability

Regardless of the number of insured persons, eligible insured persons, policies or bonds applicable, claims made, or your covered autos to which this coverage applies, the limit of our liability under Accidental Death Benefits is limited of liability shown in the Declarations.

Duties After an Accident or Loss

As outlined in the Personal Auto Policy.

General Provisions

As outlined in the personal Auto Policy.

IMPORTANT NOTICE:

Replacement Parts

00 AR PA RP (1/05)

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

IMPORTANT NOTICE:

Privacy Notice

11 AL US PN (1/05)

Star Casualty Insurance Company

We obtain most of our information from the application you complete and from your other transactions with us, our affiliates, or other agencies. We may get additional information from your motor vehicle records, a consumer credit bureau, insurance claims and others loss information reports, or medical reports. We may require additional information on your insured property, such as photographs. We do not disclose any non-public personal information about our customers or former customers, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide product or services to you. Our employees are instructed on their responsibilities and the importance of the of personal information. We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information:

Consumer Information Section:

Arkansas Insurance Department; Consumer Services Division
5539 South West 8th Street • Miami, FL 33134
Telephone: here goes your info
Toll Free: 1-877-STAR-210
www.starcasualty.com





NAMED DRIVER EXCLUSION ELECTION

Named Insured: _____

Endorsement Effective: _____

Policy Number: _____

Countersigned By : _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

You have named the following person as an excluded driver under this policy:

Name of Excluded Driver

Date of Birth

Drivers License Number

No coverage is provided for any claim under Part A – Liability Coverage, for **Bodily Injury** liability, Part B – **Medical Payments** coverage, or Part D – **Coverage for Damage to Your Auto**, arising from an **accident** or **loss** that occurs while a **covered vehicle** or **non-owned vehicle** is operated by the excluded driver. THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU**, A **RELATIVE**, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN **ACCIDENT** ARISING OUT OF THE OPERATION OF A **COVERED VEHICLE** OR **NON-OWNED VEHICLE** BY THE EXCLUDED DRIVER.

Coverage for claims under Part A – Liability Coverage, for **property damage** liability arising from an **accident** or **loss** that occurs while a **vehicle** is being operated by the excluded driver shall be limited to \$10,000.

Coverage under Part E – Section 1 – **Personal Injury Protection** coverage is not affected by this exclusion.

This form must be signed by the Named Insured and the Excluded Driver.

THIS ELECTION APPLIES TO THIS POLICY AND ALL RENEWALS UNLESS REVOKED BY YOU.

Named Insured's Signature

Excluded Driver's Signature

Form No SCIC EXC 11/02